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ABSTRACT

The goal of this study was to describe and assess the impact of collective bargaining on the management of conflict in higher education. Bargaining and nonbargaining institutions were matched and their grievance processes compared on a number of dimensions. It was concluded that although collective bargaining has had a distinct effect on the way conflict is managed in colleges and universities, a number of other variables have had an effect as well. These include control patterns, organizational patterns, region of the country, and level of educational offering. (Author)

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Final Report to the National Institute of Education
For Grant # NE-G-00-3-0048
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The Impact of Collective Bargaining On the Management of Faculty-Institution Conflict in Colleges and Universities

U S DEPARTMENT OF HEALTH, EDUCATION & WELFARE
NATIONAL INSTITUTE OF EDUCATION

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David W. Leslie
Principal Investigator

University of Virginia
Charlottesville, Virginia

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Foreward

The report which follows summarizes a study undertaken in the Fall of 1973 with the support of a grant from the National Institute of Education. The spirit of the project was exploratory, and its goals essentially descriptive. While hypotheses are pursued, they are not, in the usual fashion, "tested".

It was astonishing to us that data on grievance processing in higher education is as sparse and as unreliable as we found it to be. However, the recently published work of Peach and Livernash,[1] reporting on a field study of grievance processing in the steel industry, serves as a reminder that the basic design of grievance procedures is responsible for this difficult problem in data generation. Grievance procedures are fundamentally oriented to a low level, informal, and anonymous process of mutual accommodation. Their place in the array of conflict-mitigating devices an organization might employ is precisely that of reaching settlements off-the-record and out of the limelight. Accordingly, records of initial grievance pursuit are virtually impossible to compile across a broad sample of institutions. We have chosen from among reports we solicited according to our own best judgment on their reliability, and the reader is urged to accept our results as tentative and perhaps thought-provoking, but not as definitive.

Persistent labor and dogged pursuit of closure during various phases of this study have been the invaluable contributions of Gene Hobson and Thomas De Priest, both graduate students at the University

[1] Peach, David and E. Robert Livernash. Grievance Initiation and Resolution: A Study in Basic Steel. Boston: Division of Research, Graduate School of Business Administration, Harvard University, 1974.

of Virginia whose work centered on this study for the better part of a year. Special notice is due the work of Ronald P. Satryb, whose thorough analysis of grievance processing under the SUNY contract was both illuminating and insightful. In that study lay both data for the present effort and certain blocks in the conceptual foundation we have employed. While our debt to these people is heavy, we of course do not in the process of acknowledgment shift any of the burdens of responsibility for the shortcomings of this report to their shoulders.

David W. Leslie
Charlottesville, Virginia
March 12, 1975

I. INTRODUCTION

The goal of this study was to establish basic descriptive parameters of the impact of collective bargaining upon ways in which faculty-institution conflict is managed in American higher education. A few major presuppositions prompted the inquiry.

First, collective bargaining has spread steadily, if no longer quickly, among colleges and universities as faculty continue to elect bargaining agents, and as legislation increasingly confers bargaining rights on public employees across the country.[1] If bargaining through an exclusive agent over employment and other institutional relations is not yet the typical, or even modal, relationship between faculty and their institutions, it nevertheless is a serious and apparently viable form that deserves close scrutiny. Very little is currently known about the changes collective bargaining will bring to the academic community, and speculation or randomly publicized experience deserves careful empirical testing.

Second, the issue of an appropriate entree to the impact question is problematic. The significance of collective negotiations, and the specific impacts it may have are variably interpreted by variably situated observers. No single study can encompass the range of possible effects which the bargaining relationship may be expected to have on the life and health of academic organizations. Consequently, a selective focus is essential.

This study was premised upon the assumption that the way in which a social system resolves (or manages) its internal con-

flicts is a key element in its stability and productivity. How conflict is resolved under collective bargaining arrangements and whether this is different from more traditional methods will be suggestive of the ways in which academic institutions' stability and internal integrity will be affected.

This is a question, however, which has been neglected by students of higher education organizations. No well-organized train of prior empirical research has established parameters to structure an impact study of the kind that will ultimately illuminate the nature and variable impacts of prominent modes of academic conflict management. On the other hand, a variety of research questions emerges from the burgeoning array of speculative and prescriptive writing on both academic organization and the place of collective bargaining in it.

The question under study here has been thoroughly tackled with rival hypotheses. The effort in the present study was to make a beginning in the extended task of testing the plausibility of those myriad theories. Thus, the report that follows is largely descriptive in its tone, for the laying of pure observational groundwork is essential in the development and organization of a disciplined conceptual system.

The text of the report first outlines the importance of conflict management and discusses basic patterns of conflict and its resolution in higher education. The design of the study is presented, and results are discussed with special attention to alternative explanations for the findings. This exercise was seen as especially important in the conduct of an exploratory and

descriptive study such as the present one. A concluding section discusses some practical implications of the findings and provides a short overview of the central conclusions.

II. REVIEW OF RELATED STUDIES

The tasks of this section are briefly to establish the importance of conflict management as a central element in social system stability and productivity, to review the problem of conflict in academic institutions, and to discuss a range of hypotheses concerning the impact of collective bargaining on conflict management in higher education. Specific questions for study are drawn from these sections.

A. Conflict Management in Social Systems and Organizations

This study begins from the perspective that conflict is both endemic to all social relations, and specific in its forms within academic organizations. It is not necessary to provide an extended view of either point, as prior theoretical and empirical work accomplish this rather well.

Lewis Coser's work is perhaps exemplary in the school of sociology which treats conflict as both natural and functional in the life of social systems.[2] He places the roots of conflict in competition for scarce resources and in competition for power and control.[3] These views are representative of those set out in other theories of conflict as well.[4] And he suggests that the dynamics of the conflicting relationship will be moderated by the social structure in which it occurs.[5]

While conflict is natural and universal, in the perspective adopted here, it is not without its dysfunctional or threatening aspects. Civil wars and other intra-system violence erupt with sufficient frequency to emphasize this point. The question raised is whether such dysfunctional conflict actually represents a breakdown of the system or a breakdown of the means for dealing with the conflicts which do arise. It is clear that the latter precedes the former in many cases, and that alone should suffice to emphasize the importance of conflict management machinery.

Briefly, there are several important theories about the management of conflict which can guide our thinking. Dahl argues that the options facing conflicting parties are three: "deadlock, coercion, or peaceful adjustment."[6] Obviously, withdrawal or escape is another option, but the importance of conflict resolution is inversely proportional to the ability of parties to withdraw in the first place. Thus, this option needs little attention. Deadlock is an undependable solution and unstable as well because nothing more than simple acceptance of existing realities guarantees it. Coercion, as Dahl takes great pains to demonstrate, is both costly and not a guarantee of anything more than short term adjustment. [7] Thus, only when an institutional system is constructed which "encourage[s] consultation, negotiation, the exploration of alternatives, and the search for mutually beneficial solutions," is the peaceful adjustment option available.[8] Boulding views the law and institutions of government as fundamentally such an institutional system.[9] Basically, the function of a conflict management system is to prevent the accumula-

tion of tensions, to resolve specific conflicts at the point of open manifestation, and to drain off the interest of temporarily involved individuals in further conflict.[10]

How any given mechanism will operate to accomplish these goals is, naturally, a matter of the culture of the particular social system.[11] Intensely procedural methods seem to dominate in secular Western democracies, while other methods prevail in more traditional Eastern cultures, and still different approaches characterize tribal or primitive societies. Pruitt has suggested a useful taxonomy of approaches composed of two major classes: bargaining and norm-following. He subdivides norm-following into three levels of norms which govern the adjustment process:

> "content-specific rules, which specify the appropriate solution for the type of issue in question; equity rules, in which the dispute is settled on the basis of some interpretation of the notions of fairness or reciprocity; and mutual responsiveness, in which each party makes concessions to the extent that the other party demonstrates its need for these concessions."[12]

Bargaining (unless regulated, as labor-management relations are) tends to involve the use of power, although it can probably be successfully classified as a mutual adjustment mechanism that falls short of overt coercion. Norm-following will (often) involve the intervention of a third party charged by society with the protection and equitable application of relevant norms. So the courts and less formal institutions, such as fact-finders, mediators, and arbitrators, become important agents in systems that are mature enough to have dependable norms for conflicting parties to follow.

As fundamental conflict conditions, such as the current

economic and recent political crises in higher education, increas. in scope and importance, the integrity and performance of the system's means for handling the conflict become proportionally more crucial to the survival fo the system itself. Thus, while in a crisis situation, attention may be focussed on problems of obtaining minimum levels of economic support or on a difficult presidential search, maintenance of the institution's system for allocating value and adjusting grievances may be of equal (or at least major) importance in ensuring long-term stability. Understanding how colleges and universities manage their most salient conflicts is important in the present conditions for obvious reasons. Little explicit research exists on the subject, and the emergence of collective bargaining has introduced potentially revolutionary changes in this area.

In a more immediate sense, higher education is faced with the high costs of imposed forms of conflict resolution. When internal systems fail to adjust inequities and grievances, complainants have increasingly turned away from the academic community and toward the broader, secular political system for guidance and norm enforcement. So Talcott Parsons has observed:

> These circumstances essentially make the academic system an integral part of the generally pluralistic society, with its egalitarian strains, and its commitments to equality of opportunity as well as equality of basic citizenship rights, its universalistic legal system, its modified version of free enterprise, and its liberal political system.[13]

The shifting of norms and standards for both substance and procedure to external authority has been viewed as costly in many respects. Fears that the academic community will lose its tradi-

tions of professional excellence and autonomy[14] and apprehensiveness about the raw costs in money and manpower of providing due process, professional negotiating teams, and legal defense[15] seem somewhat justified on the basis of experience.

While the costs may be clear, similar knowledge of the benefits of this shift toward external authority and secular norms is not presently organized. Nor is it even clear what criteria should be applied in assessing the benefits. Is, for example, defense of one student's (or professor's, or administrator's) rights to free speech worth institutional disruption? Or is stability the goal to be sought above all else? How compatible are the goals of individual rights and institutional interests in the first place? If there were clear answers to these questions in the cultural norms and imperatives, the research and policy formation tasks would be simple. As matters stand, however, there is continuing philosophical argument over these questions, as there has been for centuries. All that seems reasonable to attempt at this stage is a descriptive analysis of what sorts of behavior accompany the shift to more universalistic modes of conflict resolution within academe.

B. Conflict in Higher Education

The student of collegiate systems of government - systems for the allocation of value and the mediation of rights and interests - is faced with a perplexing array of theory and practice calling to mind the absurdities of Lewis Carroll, Franz Kafka, and Jonathan Swift. The question persists as to which (and whose)

model of the real world is right. For the purposes of this study, it is sufficient to begin by contrasting the extremes.

On the one hand, there are observers who will cling to a vision of academia that simply rejects the possibility of conflict as a legitimate behavioral reality in collegiate institutions. It is not entirely fair to dredge up John Millett's vision of the academic community[16] written over a decade ago as representative of this position. Millett, as a political scientist and veteran administrator, has plainly recognized the significance of conflict in collegiate organization in his more recent writings.[17] Nevertheless, his earlier work represents a strong wish for conflict free, harmonious institutions that is not an uncommon element in academic mythology. Troyer appears perhaps more persistent and firm in his rejection of conflict as a natural part of academic life.[18] If he is not actually denying the existence of conflict, he is at least fearful of the consequences of accepting models of university governance that try to explain and deal with conflict.[19] Perhaps the purest vision of harmonious academic communities was presented in Goodman's idealized concept.[20] Significantly, Goodman had to dismantle the contemporary academic organization before he could construct his more conflict-free communally based utopia.

However these notions are treated, it is possible that they reflect some of the realities of colonial and early 19th century colleges. The business of these institutions was clear: prepare young men for the Christian ministry. The methods and subject matter of education were tightly standardized: rote learning, stern discipline, Biblical teachings, the trivium, and

the quadrivium were for years the standard characteristics of a "higher" education.[21] Aside from persistent economic problems, and student revolts, the major conflicts introduced in academic organizations in the 19th century seem to have accompanied the admission of science and scholarship as well as of the children of the working classes to both new and established colleges.[22] While it is not the purpose of this report to recapitulate historical studies already well known, it is important to emphasize their consistent treatment of these major developments and to point out that the scientific revolution, industrial revolution, and democratic movements of the last century led colleges to goals and practices, not to mention clienteles, that were radically different from those so rigidly accepted in earlier years. The seeds sown in these years of social and intellectual ferment have flowered in the intervening century, but the old conflicts remain. The debates over open admission, graduate and professional education, liberal education, scientism and humanism, service obligations, and the like all flow backward to changes wrought in higher education over one hundred years ago.

At the root of much of this shifting in concept of the proper functions and practices of colleges and universities lies a basic debate over the proper role for faculty. From a subservient position vis-a-vis institutional authority and sectarian doctrine, the faculty emerged as a class of worldly and scholarly professionals. German training, the cosmopolitan comeraderie of emergent professions, and the new media of professional journals apparently led faculty to a concept of their role that put them

forever at odds with institutional creeds and expectations. Knowledge rather than students, science rather than religion, power rather than piety became the outlines of a new collective personality structure.[23]

Specific conflicts arising from these new trends emerged late in the 1800's. Conservative institutional sponsors, trustees, and administrators found the unfettered pursuit of unconventional truth unacceptable. Faculty found academic freedom - not yet a universal norm, if it ever has become one in actual practice - a most tenuous and uneasy principle under which to wander astray from the old institutional folkways. It was during the early 1900's that an extended period of bargaining began over the appropriate role - the rights and responsibilities - of faculty began.

The AAUP, a professional interest group, was formed in 1915, and negotiated with institutional interest groups, the AAC and the ACE, over succeeding years with respect to appropriate norms for faculty in their various roles. The success of the AAUP was, of course, limited by its private, voluntary position and perhaps ultimately by the general level of its statements of principal. No institution was ever bound by the AAUP's formal authority, and the effect of AAUP sanctions seems to have varied more or less directly with the relative economic positions of faculty and institutions. (The coming of the "New Depression in Higher Education," for example, seems to have correlated directly with an increasing rate of faculty complaints requesting decisions by the AAUP.[24])

But the critical point here is that universalistic norms for the academic profession were being formed. A cosmopolitan set of standards were being articulated that would transcend institutional practice and counter local arbitrariness in the treatment of faculty. These norms were, and remain, the prime set of collective standards for faculty and institutional behavior governing the major conflicts between the two sets of interests. Implicit is the recognition that differences of interest do in fact exist. Faculty and institutions of higher education cannot withdraw from each other for obvious reasons, but they do have to face inevitable conflict over economic security, academic freedom, working conditions, and institutional government. As noted earlier, the roots of many of these fundamental conflicts stem from the historical expansion of university purposes and functions. The range of choices is greater, and the bases upon which those choices are made have become progressively less clear.

So the full range of norms - content-specific, equity, and mutual responsiveness - have come into play after an extended period of bargaining over the character of those norms between the collective faculty (via the AAUP) and the collective institutional sector (ACE, AAC, etc.). But there have been profound social, economic, and political changes in the purpose, function, and culture of the university since this norm-articulation process began in the 1920's. State and federal support of both institutions and faculty (not to mention students) have introduced new power equations into old relationships. A massive

expansion of institutions with the post-war influx of students pluralized and secularized colleges and universities in short order. And the university in the middle of this process became a more loosely defined and controlled battlefield on which forces with competing interests and ideologies fought over resources and control. In consequence, as Daniel Bell has pointed out:

> ....to the extent that the university is part of the society, it is subject to forces beyond its control; but there has also been a specific loss of trust [among constituents] because of the increasing amorphousness of the institution itself, for the question constantly asserts itself: to what and to whom does one owe loyalty?[25]

Agreement over ends and processes declined, and conflict became increasingly open and coercive during the 1960's.

It is of course not possible to establish direct cause and effect links at the level of abstraction here operating, but it should be clear that the past decade and a half have witnessed a new burst of norm-seeking as the AAUP and similar interest groups, study commissions, and self-appointed counselors have actively sought new and mutually acceptable standards in a wide variety of areas from governance to sponsored research and tenure decisions. Student rights, standards of academic freedom, and even teaching practices have all been subjects of debate and norm-seeking. A further index of the failure of older norms to deal with contemporary realities is the scope and volume of litigation undertaken by faculty and students during the past decade. The courts have been relatively conservative in substituting their judgment or norms for those of institutions.[26] Nevertheless, they have been used extensively in the search for justice and equity on the part

of faculty and students, implying failure of internal norms. In some cases, the courts have quite explicitly substituted the norms of civil society for traditional academic practice, changing the source of ground rules by which internal conflict is to be managed.[27]

So, bargaining of both the coercive and more controlled kind has increased (apparently), and the retreat to more secular and universalistic norms as developed and enforced by the legal system has increasingly supplanted reliance on mutually accepted and traditional norms. Most characteristic of this shifting in the source and nature of norms has been the explicit adoption of a bargaining stance by faculty under the rules of the National Labor Relations Board and various public employee relations boards of roughly half the states. Collective bargaining under these rules includes the election of an exclusive bargaining agent, and a strategic approach to faculty-institution relationships that results in a negotiated contract covering a usually short period of time (roughly three years). Two points should be made here: first, strategic bargaining in this mode replaces coercive or continual bargaining over specific conflicts. The parties basically agree how they will manage conflicts over an ensuing period. Both procedural and substantive norms are articulated, written into the contract, and subsequently enforced by the law of such contracts. Second, there is usually no explicit limit on the range of an agreement in this mode, nor is there any particular expectation with regard to its content. Old norms may, but need not, appear as terms of the new contract.

C. Rationale for the Present Study

Two points have been established. The importance of conflict management to the stability and productivity of social systems has been outlined. Similarly, the basis of increasing conflict within academic institutions has been explored and the attendant decay of normative solutions to those conflicts has been briefly noted. As faculty and institutions increasingly begin to bargain with one another to reach strategic solutions to their most pressing conflicts, we should observe the kinds of solutions they choose. More specifically, because bargaining can be interpreted from one point of view as behavior that occurs in the absence of norms that regulate the voluntary behavior of parties toward each other, the kinds of changes in the relationship that bargaining introduces are of special interest.

Two kinds of effects are likely. One class of effects will be on the definition of equity, and on the content-specific expectations each side has of the other. Thus, we expect to find clauses dealing with salaries and fringe benefits as well as clauses that define work load, hours, provisions for office supplies and supporting services and the like. But a second class of effects will lie in the way the parties agree to handle disputes over the meaning of these norms as well as disputes over issues not defined in the contract.

It is in this second area that most observers of collective bargaining agree that the important parts of contract administration exist. Here, normally through the provisions of a grievance procedure, the two sides test each other in a continuing

probe for definition of their relationship.

So the analysis of collective bargaining agreements is important on two levels. First, what kinds of equity and specific behavioral expectations are established as a result of bargaining, and, second, how do the parties agree to handle continuing conflict.

This study has focussed only on the second area, asking essentially what difference the bargaining relationship has had on the ways - the procedures - used to resolve continuing conflict. No attempt has been made to observe the sources of conflict that persist beyond a contractural agreement. One thorough analysis of the grievance process under a negotiated contract at the State University of New York is a case study of such patterns.[28] Rather, a narrow attempt has been made to study only the structure of grievance procedures, with a supplementary effort to see the extent to which these procedures have actually been used. The grievance procedure is not the only means for conflict management under a contract. "Meet and discuss" sessions and other provisions are used to a greater or lesser extent also. But the grievance procedure, as a universal element of collective bargaining agreements (all of our analyzed contracts contained one), and as an important device in the administration of a contract, was used as a measuring stick. It seems to be the single most prominent device introduced through bargaining - although as the data show, it has also appeared in institutions not in a bargaining relationship with faculty. Due process mechanisms were part of the rights movements of earlier years, and governance reforms were widely

undertaken before collective bargaining entered higher education in any substantial way. These are suitable dimensions for study, but our effort was necessarily limited. The choice was made to make the grievance procedure (or analogous mechanisms) the focus of analysis.

In addition to a descriptive statement about the character of the procedures, a comparative effort was made in order to reach the impact question. A matched sample of institutions not presently under a bargaining relationship was constructed, and the structure of their conflict resolution procedures examined.

Specific questions for study were derived from expectations generally articulated by current observers of or participants in the bargaining relationships which have been established. In general, this study took as its goal the examination of these expectations for their validity. Very little in the way of empirical analysis has previously been done on these problems, and the data and analyses below are intended to establish both baseline information and the relative validity of some major predictions concerning the impact of collective bargaining on conflict resolution.

D. Conflict Management Under Collective Bargaining

The first question which arises in studying problems of collective bargaining relates to the source and nature of regulation of the process. It should be clear that collective bargaining <u>can</u> proceed whenever two sides agree to bargain, assuming there is no explicit prohibition of such an arrangement.[29] These

prohibitions do exist in state law at least occasionally, as a subsequent section will point out, but in a number of states, there is no prohibition of bargaining between public or private sector employees and their employers. Private sector employees are protected in their rights to bargain collectively with their employers and they are regulated in their efforts to do so by the National Labor Relations Board.[30] Public sector employees are normally protected and regulated by state legislation. It will suffice for the moment to point out that grievance processing in contract language is sometimes stipulated or at least generally regulated by these state laws. The first problem for study is accordingly to describe the range and nature of state laws affecting dispute settlement in public employee contracts negotiated with state agencies. A similar problem is presented by the existence of state regulated grievance processing for public employees even where no negotiated contract is in force. To some extent we can perceive the outlines of a general trend toward the centrally controlled processing of all public employee grievances regardless of the presence or absence of collective bargaining. So one major part of our effort has been directed at a survey of state laws and other rules which govern conflict management between faculties and their institutions.

A second area of concern to observers of developing bargaining relationships rests with the role of external sources of power and authority in resolving disputes. This concern has two principal parts: 1) the role of unions themselves, and 2) the role of agents - specifically courts and arbitrators - with powers

to make binding decisions.

The question regarding unions can be simply stated, but really has a number of concrete components. What special interests and what sources of power do labor organizations bring to the conflict resolution process? No longer are disputes conducted merely between single faculty members or even groups of similarly situated faculty. A very large proportion of effective contracts explicitly protect the union's right to participate in the grievance process independently of the individual grievant's desires or interests. While most grievance procedures protect the individual's right to file and appeal his own case, many also restrict appeals beyond a certain level to the union's decision. In a number of cases, only the union (or the institution) can invoke arbitration, for example. So the issue becomes one of how individual unions approach 1) the negotiation of a grievance procedure and the elaboration of their own rights within its provisions, and 2) the use of the procedure once it is in effect.

There is substantial speculation and some research reported in the literature on the differences and varying approaches of the several major organizations currently representing faculty in higher education.[31] A detailed look at varying characteristics of the unions on a national level is presented by Carr and Van Eyck.[32] No recapitulation in detail is necessary, but a brief statement of expectations should be presented. The AFT is the most militant and labor-oriented of the three major organizations. It is affiliated with the AFL-CIO, accepts the legitimacy of the strike, and views faculty-institution relations as fundamentally

adversary. Shared and professionally based authority seem alien concepts to the AFT, academic traditions notwithstanding. On the opposite end of the continuum is the AAUP, the traditional representative of the norms of academic professionalism. Collective bargaining was not something the AAUP willingly or readily embraced as a legitimate mode of faculty-institution relations. Rather, the AAUP has been a traditional advocate of full participatory rights for faculty in institutional governance. Their position in support of a shared responsibility for the enterprise of higher education put them in opposition to the concept of the inherently adversary relationship between "management" and "labor" or administration and faculty as seen through the philosophical position of the AFT. So, as the AFT advocated bargaining, the AAUP advocated a strong senate in which authority would be shared between the principal custodians of the academic community.[33]

The NEA has had a mixed history on the issue of collective bargaining, having originally opposed it, but later having been more or less forced to accept it or lose membership, finally adopted a position in favor. In many ways, the NEA took a position for public school teachers quite analogous to that of the AAUP for professors. Its extremely large size gives it economic resources with which to pursue the bargaining role much more effectively than the AAUP, which in recent years has been in difficult straits economically, and which has been losing membership as well.[34]

In some areas, the NEA and the AFT have merged, and this joint organization represents a number of faculty bargaining

units. No specific predictions are offered regarding this merged representative, but we have remained alert to special patterns which may emerge as an effect - not so much of the two organizations in tandem, as of the interaction between the two formed out of the merger.

Finally, a number of faculty bargaining units have elected to have a local, unaffiliated agent represent them at the table. This is an infrequently selected option, and seems to have occurred primarily in the private sector. The character of local independent agents is not readily discernible, but can probably be viewed as a rejection of the more overt forms of unionism. Some strong reasons must arguably exist for a faculty to reject the obvious advantages of electing an experienced, professional, and powerful agent, and it is not always clear why faculty have done so. As in the case of the NEA-AFT merger, we offer no specific hypotheses as to the effect of independent agents on the conflict resolution process. Our initial suspicions merely consisted of a vague supposition that independent agents would fall somewhere to the conservative side of the AAUP, if they were different at all from it.

In sum, we expected to find substantial differences among the structures of grievance procedures negotiated at least by the three major organizations. The AFT procedure should look more like a strict adversary proceeding; the AAUP procedure should represent a considerable measure of shared responsibility. The NEA should fall between these extremes. One would further expect the AFT to be an active grievant, to pursue grievances through the

appeal levels, and to work to overturn administrative decisions via arbitration. The AAUP, one might expect, would place considerable emphasis on resolving conflicts informally, thus holding appeals down and avoiding arbitration in favor of compromise and mutual responsiveness. Again, the NEA was expected to fall somewhere between these two extremes. All of these expectations represent a more or less clumsy reliance on the conventional wisdom. As we shall see, more sophisticated theory is needed in order to explain the kinds of results that we ultimately obtained. At least, however, we know from two careful studies of grievance processing in New York that union interests, as distinct from either faculty interests or institutional interests, do enter into the operation of a grievance procedure.[35] And regardless of specific predictions that seemed plausible at the outset of this study, it was clear that we should be sensitive to the impact of union interests on the patterns which conflict resolution begins to take once the agent has been chosen.

The other question concerning outside authority or power and the conflict resolution process asks how formerly final institutional rights to dispense justice, usually vested in the board of control or delegated to institutional officers, are altered to include external authority through arbitration or other mechanisms. Duryea and Fisk anticipated alterations in this way:

> "In institutions with union contracts governing boards will no longer serve as courts of final appeal. Every indication is that upon signing an agreement boards will lose this role. Contractual provision and arbitration will become the final recourse."[36]

Again, the relevant questions focus on both the structure of the

procedure and on its actual application. How often is binding arbitration a part of contracts negotiated in higher education? What are the powers of the arbitrator and how are they circumscribed? How often is arbitration actually employed? Is it indeed a frequent phenomenon? Assuming it is, then it is easy to visualize the tremendous impact on institutional control as trustees are reduced to a state of helpless partisanship before the neutral justice dispensed by an outside agent. Instead of retaining final authority and responsibility for institutional policy, the trustees might under this new model become simply plaintiffs or defendants, partisans instead of guardians of the trust. The grounds for these fears are substantial: preliminary study indicated the widespread reliance on binding arbitration as the final step in grievance procedures.[37] Advisory arbitration and less final forms of mediation are less common in negotiated contracts. However, empirical data tempering these fears with knowledge of limitations on the scope of arbitrators' authority, an understanding of the frequency or lack of it with which issues escalate through grievance procedures to arbitration, and a sense of the union's role in this process is badly needed.

In a preliminary study of ten grievance procedures, Finkin observed wide variance in the structure of the mechanisms. He suggested that:

> "The agreements surveyed in the foregoing illustrate a broad spectrum in approach from the almost noncontract style of internal faculty grievance processing of Rutgers University to the pure administrative appeal-arbitration route with some variations including intermediate peer review. It would be expected that a variety of factors, most notably the degree of mutual respect between adminis-

> tration and faculty, the degree to which professional attitudes are shared, and the character of the institution, will strongly influence the style of the resultant procedure."[38]

His observations and hypotheses are important insofar as they suggest institutional characteristics as an independent source of variance in conflict resolution strategies under bargaining agreements. Without recapitulating the details of his arguments and analyses, it is sufficient to note that Moskow has similarly postulated an association of institutional characteristics with variance in conflict resolution.[39] The outlines of these salient institutional characteristics are not entirely explicit, but a few important ideas do emerge from other studies.

First, it is clear that community colleges (associate degree granting institutions) should differ from other institutions. Their faculty, missions, and general mode of faculty-administrative relations are often assumed to be different in important ways from similar components of four-year colleges and universities. For one thing, their faculty have often in generous proportion come from secondary school systems where collective bargaining is and has been well-established. Not only are they receptive to the bargaining model, they are often experienced in its operation. Similarly, they function more explicitly under employer-employee relationships with their institutions. Faculty at other types of higher educational institutions tend toward a greater professionalism by reason of previous socialization, experience, and pattern of association and loyalties. Even without these differences, community college faculty differ from faculty at other

kinds of institutions on a wide variety of characteristics, from highest degree, to workload, and attitudes.[40] It is further worth noting that community colleges are deviant within the higher education universe for the greater rate at which they have been organized into bargaining relationships. So we expected major differences to occur in the evolution of conflict resolution procedures at community colleges. These differences presumably pull away from the traditional model of professional relationships among a community of peers and toward the more traditional trade union model with explicitly adversary relations rather than mutual responsiveness as the rule. Thus, there should be less in the way of peer review, and fewer joint decision making efforts in the various stages of the grievance procedure at community colleges.[41]

Another important source of institutional influence on the development of relations in the bargaining mode ought to be found in the private-public distinction. As noted earlier in this review, public sector labor relations are increasingly regulated by statute and/or rules of administrative agencies. The private sector is less reliant on outside authority, having been left largely to its own devices as far as internal conflict resolution is concerned.[42] Private institutions, in short, have been considerably less subject to externally imposed norms in the area of conflict resolution over the past decades of marked legal intervention in public sector institutions. We should expect this to appear in the structure and processing of grievances. The specific forms of anticipated differences were difficult to outline,

but in general focussed on the degree of formality of the procedures - more informal and mutual decision making was expected, and less reliance on outside authority in the form of arbitrators was expected both as to the structure of the machinery and the actual processing of grievances through it.

An important institutional factor which should receive attention is the level of conflict experienced over time. Presumably high-conflict institutions will differ from low-conflict institutions on the basic dimensions under study here. No explicit survey of conflict levels was attempted (aside from the attempt to describe levels of grievance processing under contracts), but previous studies led us to some expectations. Specifically, internal institutional conflict appears to be the most intense and wide-spread at the emerging state colleges and universities.[43] If this contention holds, then we should expect a clustering of this kind of institution with respect to conflict resolution patterns as well.

We have no explicit theory to guide us, but we have introduced the variable of geographic location to our analysis. The sample (population for the contract group) is national and previous work indicates that geography is associated with variance in governance-related characteristics. Paltridge, et al, found with respect to board of control decision patterns that:

> "the region of the country in which groups of the sample institutions were located proved to be a variable more related to similar decision patterns than other variables related to size or composition of the boards."[43A]

Regional variations also play a prominent role in Blau's study

of university organization. Among his salient findings are that faculty at small colleges in the northeast show low relative levels of institutional loyalty, that selection of students proceeds according to different criteria in the northeast from other regions, and that southern institutions are characterized by his democratic faculty government and more bureaucratized administrative authority than colleges in other regions, among other regional variations.[43B] These data based findings supercede assertions by Jencks and Riesman[43C] to the effect that regional differences are being washed out of American cultural life as well as out of academic life; the academic revolution may not be as powerful an equalizer over regional boundaries as once supposed. We simply note that regional variance is expectable, but stop short of directional predictions. Further study of regional variance is needed before clear predictions on this dimension are possible. We simply expect non-contract institutions in the control sample to parallel the distribution of collective bargaining by region in their propensity to adopt practices closer to the labor relations model.

So institutional characteristics are taken to be a final source of variance in conflict management practices. Type of control (public-private), level of professionalism, level of predicted internal conflict, and geographic location all contributed to the analytical designs we constructed. Specific predictions could not be offered on all of these variables, but general expectations were formulated:

1. Distinct patterns would obtain for public and private

sector, with the public sector more formalized in both union and non-union groups. Within the public sector, there are various combinations of control patterns, primarily in the division of state and local responsibility. Local control, we assumed, would lead to a closer approximation of private control patterns than state control.

2. Community colleges, as the least professionalized institutions, should differ from universities on most measures in the direction of more formalized labor relations practices. How the intermediate types (B.A. and M.A. granting institutions) would behave was not explicitly predictable, but it was assumed that they would fall between community colleges and universities.

3. Emerging state colleges (basically, although not entirely, our M.A. group) should present a distinct profile in keeping with our predicted level of conflict hypothesis. More highly developed procedures as well as high patterns of use should emerge in this sector.

4. Collective bargaining has primarily been a phenomenon of the northeast quadrant of the U. S. Non-contract institutions in those regions should be operating more closely to the "bargaining model" than non-contract institutions elsewhere. No underlying theory predicts this, except that regional and local culture apparently play a role in the militance of faculty.

All of this is important as an approach to an impact study because we need to resist the temptation to attribute all of the

variance we observe to the bargaining - nonbargaining split. Rather, we are suggesting that variance in conflict resolution practices is also influenced by institutional characteristics. Although the measures we shall use are gross, there appears sufficient reason to begin at this level.

All of the foregoing questions are raised without the benefit of a coherent conceptual focus on the critical components of conflict management and their relationships. Such a coherent focus is as yet beyond our grasp.[44] However, this is no reason to despair of bringing at least some descriptive order to the field in which important developments seem to be altering the formulae which hold our institutions of higher education together as stable and productive organizations.

All of the questions posed need to be answered with regard to our impact question: How do matched institutions, one set organized and bargaining and the other set similar in gross characteristics but operating in the traditional mode, differ in respect to the kinds of patterns we are looking at. Thus, what developments have been imported to the business of conflict management by the bargaining relationship? The data collected and analyses pursued will provide at least basic descriptive statements with regard to patterns of variance within bargaining and nonbargaining sectors as well as between the two sets of institutions.

There are occasions where the following sections of the report will venture beyond the range of examining previously developed hypotheses to explore interesting twists in what is observed. No self-consciously exploratory study can or should re-

strict its view of the phenomena being observed to the relationships among carefully defined experimental variables. We are rather trying to understand the lay of the land at an early stage of exploration; opening new territory burdens us with both an unstructured field and the need to point out apparently interesting avenues of work to future explorers who can be more disciplined and focussed on specific goals.

III. DESIGN AND METHODS

The central purpose of the study was to assess the impact of collectively bargained agreements upon development and use of formal conflict-resolution mechanisms. The approach was first to identify all institutions covered by negotiated contracts as of September, 1973. Secondly, this population of institutions was matched by a set of institutions controlling for size, type and level of control, geographical region, and level of degree offering. Multi-campus bargaining units were matched, whenever possible, with control institutions operating with multi-campus governance arrangements. Data used for matching was obtained from the 1972-1973 Education Directory, Higher Education. Finally, a survey was conducted to a) obtain contracts, handbooks, and other institutional documents describing conflict resolution procedures currently in effect in both sets of institutions, and b) establish a history of the use of those procedures.

The primary source of information concerning the population of colleges and universities was Philip Semas' article in the April 30, 1973, Chronicle of Higher Education. Subsequent

press reports of collective bargaining activity were followed up, and contacts with the Academic Collective Bargaining Information Service, the American Federation of Teachers, the National Education Association, the American Association of University Professors, the National Center for the Study of Collective Bargaining in Higher Education, and scholars active in the field were made to verify the list of institutions with contracts. The lack of an official information system made this phase of the project more difficult than it might otherwise have been, but a very accurate list was compiled, which erred in the direction of over-inclusion on the whole; a number of institutions contacted indicated that contracts were still being negotiated at that time.

The number of organized institutions identified, contacted, and retained in the final sample was 167. The City University of New York (CUNY) was omitted from this study as an atypical case. Not only was it unmatchable, but its experience under a union contract appears to have been quite unrepresentative. Further, CUNY has been and continues to be the object of close study by its own National Center for the Study of Collective Bargaining in Higher Education. The State University of New York (SUNY) was included via data on their grievance procedure and experience as recorded in a study by Satryb (see citations, infra.) covering the same basic time span as our study. Individual campus figures were not available for SUNY because of the structure of their procedure which is centrally monitored only when grievances are appealed beyond the campus level. Estimates of lower level grievance processing were available, but because these were not reliable and

because of the unusual size of the SUNY system, we have used SUNY experience selectively. Incomplete or no response was received in 62 of these cases, meaning that the final data are complete for 63% of the population. Complete data were obtained for 61% of the control sample, which finally included 164 institutions. (A brief appendix will explain the matching procedure and the data gathering procedure.) Partial data were available for an additional 10 (6%) of the contract population, and for 15 (9%) of the control group. Thus, roughly 70% of the contacted institutions provided data. In some cases, the partially responding institutions were limited by their own record keeping shortcomings rather than an unwillingness to cooperate with this study.

One of the explicit goals of the study, to obtain data from matched institutions, was minimally successful. Full sets of matched data were obtained for only 17 pairs of institutions in the two groups. Thus, direct comparisons for purposes of drawing inferences about the impact of bargaining on conflict resolution procedures will be limited to a small number of institutions. In part, this seems to be a result of the premature approach to the question of impact. It now seems obvious that more time will be required for the bargaining relationships to mature, for patterns to become more stable and visible, for records to become systematic, and for the current economic situation to stabilize the sources and nature of conflict.

Two separate sets of information were sought from each of the institutions. The relevant institutional documents describing grievance and other conflict management systems were requested of both samples. The contract was assumed to be the relevant

document in the case of organized institutions. Similarly, each institution was asked in a brief questionnaire to provide data concerning the frequency with which the procedures had been used, including the various appeal levels. This information was sought for the period of September, 1969 to September, 1973, to account for the beginning of collective negotiations on a large scale in higher education. Some institutions in the sample entered the bargaining relationship before, but virtually all had done so more recently. Totals thus reflect activity over varying time spans from institution to institution.

Data analysis focussed on a detailed content analysis of the institutional documents, and on relating patterns to institutional and union characteristics. Descriptive summaries and, where possible, comparisons form the basic core of the results reported.

The nature of the data and the universe rendered use of inferential procedures meaningless. Accordingly, descriptive comparisons, crosstabulations, and the like are employed. Our contract figures are, in some areas, close to <u>population</u> figures. To the extent that they summarize experience for less than the population of organized institutions, this was more a function of self selection via non-response than it was a matter of random, or otherwise rationalized, sampling on our part. Similar constraints affect the non-contract sample. It is limited by non-response and by partial response on some dimensions. Further, it is not a random selection of non-bargaining institutions. It is as carefully <u>matched</u> a sample as could be constructed.

Aside from these problems and constraints, the data themselves were of a relatively crude dimension. The goal of this study was more to uncover and examine some baseline relationships than it was to establish refined curves and test sophisticated hypotheses.

The content analysis was designed using the experience of several earlier studies, including those of Goodwin and Andes[45] and Mannix,[46] which completed content analyses of contracts or grievance procedures.

A second phase of the study involved standard legal research methods. It was apparent that state legislation regulating public employee rights and responsibilities was of central importance to the structure of many grievance procedures, both contract and non-contract. A survey of state legislation, attorneys general's rulings, and court decisions affecting grievance procedures was conducted.

The problem of obtaining reliable data on grievance processing experience is a severe one. The appendix (A) on methods will discuss this in more depth.

IV. RESULTS

A. Introduction

This section will be organized around several strands of inquiry. The first section will provide a descriptive summary of grievance procedure structure, both in contract and non-contract cases. The second section will explore patterns of grievance processing and describe observed variance in these patterns accord-

ing to certain institutional characteristics. The third section will explore data from the non-contract sample to establish preliminary assumptions about correlates of formal grievance mechanism adoption. Finally, an analysis of the impact of collective bargaining on modes of conflict resolution will be attempted.

The data which form the core of this section are far from perfect. The response rate and reliability of the returned instruments must open any conclusions to some question. However, there are some points which should be considered in favor of the results' utility as well. No similar information has yet been collected elsewhere and so rival hypotheses which may appear elsewhere bear the burden of substantiation. Also, there does not appear to be any immediate hope of obtaining better results short of a systematic and highly reliable longitudinal investigation. The "one-shot" survey attempted here suffered from generally inadequate institutional record systems on grievance processing as well as from the normal information decay attendant to most mailed surveys. A replication should build in careful controls and a longitudinal dimension while perhaps sacrificing some sampling breadth. A more thorough plotting of some of the basic parameters uncovered here would be possible. A truly rigorous impact study will necessarily build its records over time, and in the case of bargaining relationships in higher education, this effort should receive a high priority. The bargaining experience is still a new one, but the practice gives every sign of persisting where it now exists and of spreading to new states and institutions. Information about individual institutional

experiences will be lost in the early stages unless the longitudinal study begins immediately. Repeated "one-shot" studies, surely the most likely source of data on collective bargaining in the foreseeable future, will form the basis for a multiplying number of master's and doctoral theses, but they will provide only a randomly integrated base from which to observe trends and developing qualities in the collective bargaining relationship. Thus, while the present study has accumulated and analyzed important base line information, it is not the preferred mode of attack on the underlying problem of reaching a substantial understanding of the impact of collective bargaining on higher education.

B. Structure of Grievance Procedures

The first approach to defining grievance procedures will describe the scope of issues covered, and the basic structure of the procedure as to number of steps and source of review at the various levels. Table 1 presents a range of items which are frequently contained in the definitions of a "grievable matter" in the contract procedures we reviewed. Histograms illustrate the number of cases in which those definitions of a grievance were observed. No assumption of exclusivity should be made in reading Table 1: Some procedures are elaborate in specifying what a grievance is and may be represented in more than one of the total figures in the table. (That is, a grievance definition may be comprised of several of the sample definitions presented below.)

Limits or explicit definitions of one kind or another were much more likely to be placed on contract grievance procedures

than on non-contract procedures in our sample. Of 96 analyzed contract procedures, only 9, or 9.4%, could be characterized as totally open with respect to the definition of a grievable matter. Of 63 non-contract procedures analyzed, 18, or 28%, contained no practical limit on the grievance definition. The indication is that a contract grievance procedure is less a general conflict resolution mechanism than an explicit mechanism for contract administration. Its function is limited to conflict over areas covered by the contract, and it cannot - in the preponderance of cases - be conceived as a flexible receptable for issues that arise outside the scope of the agreement. An initial suspicion is, therfore, that institutions with contracts may be less able than other institutions to deal with conflict as readily on an issue by issue and case by case basis, unless there are supplementary mechanisms for handling non-contractual issues. Observations are needed with respect to ways in which non-contractual issues may creep into grievance proceedings as well as to ways in which institutions are handling non-contractual issues outside the scope of negotiated procedures. One possibility, of course, is that no resolution of these issues is taking place and that we can look for increasing severe conflict episodes where the parties to negotiated agreements have not accommodated these issues into some mode of resolution.

Another indication of the place of a grievance procedure as a contract administration device rather than as a more general conflict management device is the central role of union rights in much of the contractual language. In approximately half of the

contracts, the union is specifically protected in its right to file a grievance. Similarly, there are frequently clauses in the contract which protect union rights throughout the process from initiation to final disposition. Practices vary, but in the overwhelming majority of contracts the union either must be notified when a formal grievance is filed, or it has a right to be present at all proceedings, or it must receive full records of proceedings at each step, or some combination of these. Thus, a third party interest is introduced and protected in most negotiated contracts. Angell[47] and Satryb[48] have both observed the importance of union participation in the grievance process in specific settings. They both show that these interests may be different from either the institution's interests or from the individual grievant's interests. So conflict resolution may become more complex as a political dimension is added where there might be only a question of equity, fairness, or justice in the basic dispute.

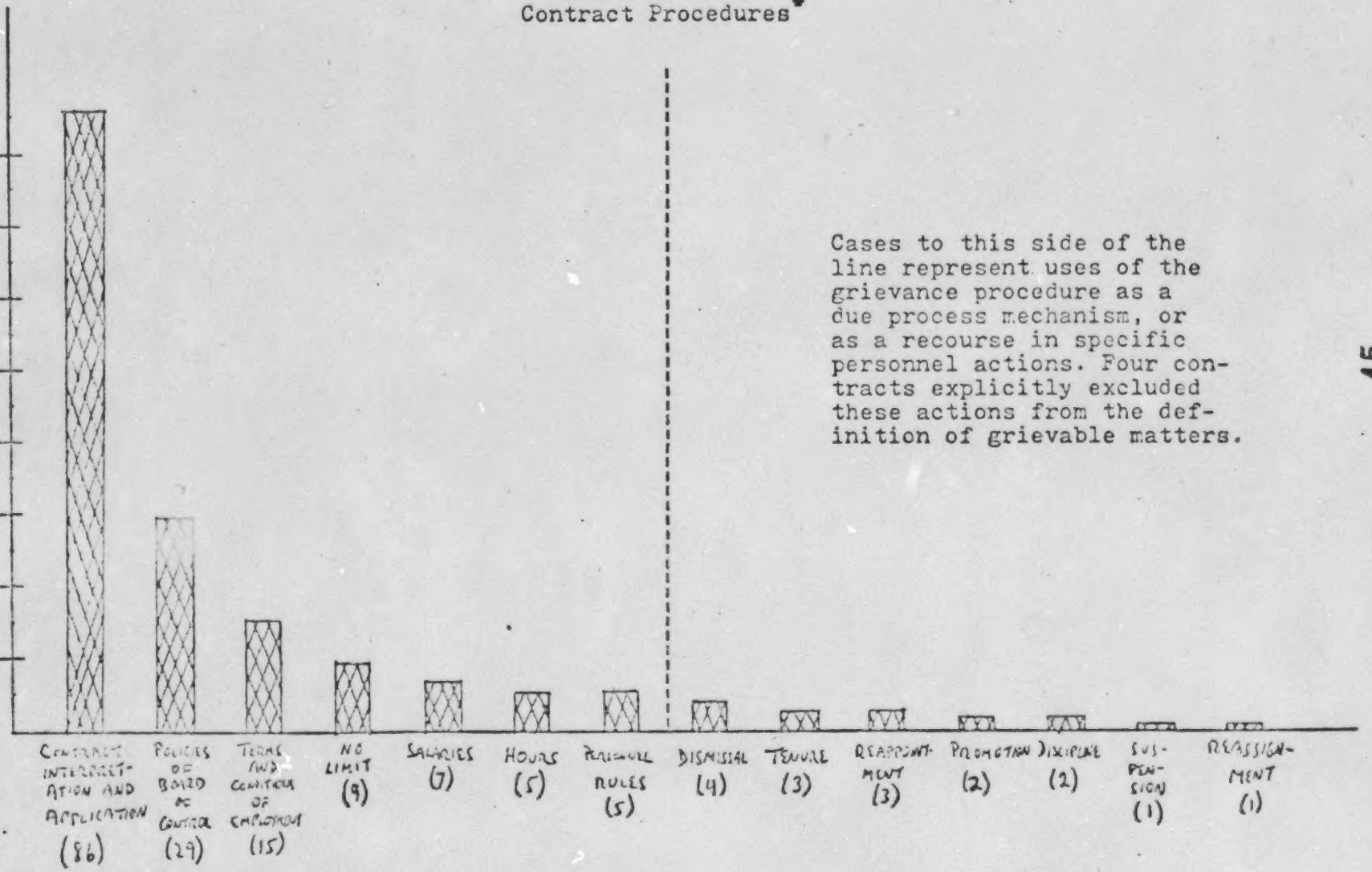
In the same vein, roughly 90% of the contracts specify that the grievance procedure is to be used for handling questions about the interpretation and application of the contract. Some of those contracts along with others, altogether about a third of all contracts, also provide for a judgment as to interpretation and application of standing institutional policies. (Many contracts leave specified or unspecified management rights to the board of control and frequently contain language that incorporates standing policies into the terms of the agreement.) Where arbitration is provided, a matter we shall discuss later, the arbitrator is usually also restricted to the contractual language.

In sum, then, contract grievance procedures must be seen as oriented to procedure and to serving essentially as a corrective mechanism to keep the agreement in working order over its life. This is a narrow function and it should probably be seen as considerably less than sufficient to ensure institutional stability as a satisfactory device for mediating rights and interests and allocating value.

An associated issue rests with the question of how grievance procedures handle "due process" cases. Due process is used here as a shorthand sign for situations in which the institution brings a complaint against a faculty member and is thus the overt initiator of conflict activity. The common situation is a termination for cause action, but conceptually it could be a less serious action, too. A few (see Table 1) procedures are designed to handle due process actions, but a roughly equal number (4) of cases explicitly exclude administrative personnel action from the definition of a grievable matter. In other cases, a procedural defect in the due process hearing can be grieved. While we did not undertake an explicit survey on this point, it is clear that a number of contracts provide separate due process mechanisms. (Public institutions must have such a procedure available to faculty in termination cases; private institutions need not, but many do nevertheless. Stanford's procedure was tested under the public eye during the proceedings against H. Bruce Franklin several years ago.[49]) The safe conclusion here is that grievance procedures, as adversarial instruments in the administration of a contract, are not oriented to the standards of fairness and objectivity required of

TABLE 1

Grievable Issues: Contract Procedures*



*n=96. Columns are not mutually exclusive; a procedure may contain one or more of these grievable issues.

a due process mechanism. Justice for an individual is less important under a grievance procedure than the definition, redefinition, and adjustment of institutional policies and practices to suit the needs and interests of parties bound to each other, but holding divergent points of view. Grievances merely push at the ragged edges of an agreement; in contrast, a due process case focusses on an individual and his personal rights to protection from certain kinds of institutional action. The two are not similar in many ways, and the underlying assumptions of the two kinds of procedures are very different.

Control-group (non-contract) procedures, as noted, tend to be considerably more open with respect to what is "grievable." Proportionately, they are slightly more stringent about excluding administrative personnel matters (due process cases) from the procedure, but they also include them in a slightly higher proportion of cases than the contract procedures. Both groups of institutions, then, seem not to have reached a firm conclusion on the relationship of due process matters to the grievance procedure.

Overall, the control group grievance procedure has the appearance of a generalized conflict resolution mechanism. There are a substantial number of exceptions, however, where these procedures closely resemble the negotiated procedure. Grievable matters are frequently defined in sweeping terms such as "disputes" or "human relations problems." In the rare cases where arbitration is available to either party, limits are difficult to impose given the language defining the procedure's scope of applicability. Because the non-contract procedures are so general in their defini-

tions, no attempt was made to tabulate the range of grievable matters after the style of Table 1 in the case of the contract procedures. The major conclusion here is that non-contract procedures do not have a definable range of issues with which they are concerned; they are not a forum for continued bargaining or adjustment of understandings; they do not handle third-party interests; they are simply an avenue through which a concretely or abstractly aggrieved faculty member can pursue a resolution. This is much more clearly a classical safety valve mechanism that drains off conflict via issue by issue resolution, that explicitly counters any build-up of tensions.

No evaluative conclusions are offered here as to the superiority of one or the other method. Obviously there are advantages either way. A negotiated contract solves a wide range of potential conflicts through norm-specification. On the other hand, a non-contract institution may choose to leave norms open or ambiguous and to deal with questions through its procedure. Essentially, both routes are legitimate from the conflict management point of view. Effectiveness is another question, but one which we cannot begin to answer here.

The modal number of steps in contract grievance procedures was four, with the final step normally involving binding arbitration. The most common variants were three and five step procedures, with binding arbitration again the usual concluding step. The mean number of steps in contract grievance procedures was 4.38, with as few as two steps reported and as many as eight.

TABLE 2

Sources of Review in Grievance Procedures
(Simplified Analysis)*

Sources of Review	Contract Institutions	Non-contract Institutions
Pure, unreviewable administrative procedure	5.3%	44.5%
Pure administrative procedure with mediation or binding arbitration	62.8%	6.0%
Joint faculty-administrative review at one or more steps	24.5%	19.4%
Faculty committee review at one or more steps	5.3%	27.2%
TOTAL**	97.9%	97.1%

*This table does not present all possible or existent permutations. Some of the procedures with joint review or faculty review steps end with arbitration, others do not, etc.

**Rounding errors and a few deviant cases not strictly subject to the categories used here account for the remaining cases.

The modal number of steps in non-contract procedures was also four, but the final step was normally a non-reviewable administrative hearing. The mean number of steps in the non-contract procedures analyzed was 3.56, with a range of two steps to five steps. In gross structural terms, then, the non-contract procedures tended to both fewer steps and less involvement of external sources of review - the arbitration process was clearly restricted to negotiated contract grievance mechanisms.

Along with its structural simplicity, the non-contract procedure showed a tendency to involve more faculty review in the various stages of the machinery. Pure, unreviewable administrative procedure was characteristic of 16 of 36 (44.5%) procedures which were specific enough in their provisions to allow a clear inference on this dimension.[50] In eight cases (22.2%), some kind of faculty committee review preceded final administrative determination. In seven cases (19.4%), a joint faculty-administrative review was provided at one or more steps. In all but one of those cases, final dispositive authority was retained by the administration; the single exception left final disposition to a joint committee. In two (6%) cases, final authority rested with a faculty body. Two other cases provided for either mediation or arbitration at the final step. It should be noted that arbitration or mediation can be and apparently has been) used to settle disputes even where the procedure does not specify it. The role of the AAUP is usually that of a mediator whenever it is called in. Similarly, the parties to a dispute can agree to submit their cases to an arbitrator if they choose. However, we are only examining the explicit pro-

visions of the grievance procedures as formally constituted. Further study would be required to uncover and describe the use of mediation or arbitration to settle disputes otherwise subject to procedures designed to provide a final settlement.

In contrast, by far the most common arrangement among contract procedures was a straight, non-reviewable administrative procedure ending in a provision for binding arbitration. With a few minor variants providing for the exercise of some external (but basically administrative) authority, 59 of 94 (62.8%) contract procedures followed this model.[51] The second most common arrangement provided for one or more steps involving a joint faculty-administrative determination of the merits of the grievance. Seventeen (18.1%) cases fell into this category. Five (5.3%) cases involved pure, unreviewable administrative procedure, a clear and marked contrast with the control group in which 44.5% of the cases followed this model. Five additional cases (5.3%) involved a pure faculty review at one or more steps in the procedure, but still ended with a non-reviewable administrative decision. And six (6.4%) cases provided for a joint review at one or more steps while ending in a non-reviewable administrative step.

Administrative disposition (usually board of control) of grievances is unreviewable in arbitration or similar proceedings at 17% of the contract institutions and 83.4% of the non-contract institutions. Plainly, discretionary administrative authority has a less secure footing in the contract institutions using this kind of index. Again, it is not strictly possible to infer that outside authority (e.g., the courts or the AAUP) is relied upon in these

proportions to resolve conflicts.

Note that in both samples, peer review was far from universal. Half of the non-contract procedures and just under 30% of the contract procedures introduced faculty review in one form or another at one or more steps. It is clear, though, that there is less emphasis on shared responsibility for judgement in the contract procedures.

It appears that negotiated contracts involve a rather direct trade-off, substituting arbitration or other analogous external review for the faculty's right to exercise peer review in grievance cases. But a prudent interpretation does not allow this hypothesis more than a tentative standing. Contract procedures provide very frequently for informal resolution and for the intervention of faculty interests in a number of ways. Sixty-four (68.1%) of the contract procedures begin with discussions, efforts at mutual accommodation, or otherwise informal proceedings. Further, 91.5% of the contracts explicitly recognize union rights to file, appeal, or otherwise participate in one way or another in the adjudication of grievances. The union role is sometimes formalized via representation on a reviewing panel, or it may be formalized via rights to participate in the hearing process. Thus, a clearer definition of "peer review" is required and it should be based on operational realities at institutions with formal grievance procedures. There does appear to be an <u>opportunity</u> for articulation of a faculty position on individual grievances under the preponderance of contracts. Just as clearly, the peer review opportunities in non-contract procedures are almost always super-

ceded by unreviewable administrative authority. So it cannot be said clearly without further study how peer review as a concrete influence on grievance resolution is affected. Perhaps the most fruitful approach to a more reliable understanding here would involve studies of actual grievance decisions to reconstruct the role(s) played by faculty in reaching a compromise or resolution. For the purposes of this study, we shall hypothesize (rather than firmly conclude) that peer adjudicative responsibilities and privileges tend to be suspended in contract procedures in favor of arbitration. Peer review tends to play a more substantial role in non-contract procedures, but this too must be treated as a hypothesis rather than a conclusion.

In order to test assumptions about the place of peer review in grievance procedures, a joint distribution was constructed to reflect the percentage of contract procedures containing one or more steps calling for faculty or joint faculty-administrative review. The distribution is presented in Table 2-A. The patterns which emerge do not provide an unambiguous test of our expectations, but certain patterns do emerge with some clarity.

One major contrast appears in the totals for the degree level axis. Community colleges are a great deal less reliant on peer review in their grievance procedures than are institutions of other types. No distinctions can be legitimately drawn among the other three types, as the numbers are small enough to arouse suspicions of artificial error in the percentage ratios. However, the percentage of all contract institutions offering

TABLE 2-A

Percentage of Contract Institutions With Peer Review Steps in Grievance Procedure by Union and Highest Degree

Union	Highest Degree				
	Assoc.	B. A.	M.A.	Ph.D.	Total
AFT	6.7%	--*	60.0%	--	20.0%
NEA/AFT	40.0%	--	--	0.0%	33.3%
NEA	35.2%	50.0%	50.0%	0.0%	37.0%
AAUP	50.0%	50.0%	--	50.0%	50.0%
Indep. Agent	27.3%	100.0%	--	100.0%	38.4%
TOTAL	28.6%	57.2%	55.6%	44.5%	

*No contracts were available for analysis in cells where the " -- " appears.

the baccalaureate or higher degree and showing one or more peer review steps in their procedures is 52.0%. That is a stabler figure (based on larger numbers) and still provides a marked contrast with the 28.6% for community colleges.

On the "union" axis, there is a clear contrast between the propensity of the AFT contracts to include a peer review step and the propensity of AAUP contracts to do so. One fifth of the AFT procedures had such a step, while fully one half of the AAUP contracts did. The other three union categories fell between these extremes. The major contrast, though, met our general expectations: The AAUP stays closer to a pure professional model of faculty relations, tending to emphasize shared authority. The AFT tends to institutionalize its concept of relations on the adversary model.

Binding arbitration, however, is hardly the comprehensively final source of authority the language implies. The arbitrator's authority is either circumscribed or specified in a substantial number of contracts. No attempt will be made to formulate a taxonomy of these limitations here, as there is too much variance and too many idiosyncratic clauses to permit it. But a general summary is possible. Most frequently, the arbitrator is explicitly prohibited from altering or adding to the nature of the agreement itself. He is sometimes restricted to issues of procedure alone. Some specific questions, such as those involving an individual's salary, non-reappointment, or tenure are occasionally excluded from the arbitrator's purview. His decision may be restrict-

ed to the interpretive level alone, binding the parties to a ruling on the meaning of the words to which they had agreed, but stopping short of a specific award. The arbitrator's authority is both restricted as to when or whether it will apply to board of control policies and sometimes explicitly extended to board of control policies.

Standard practices are difficult to find. Arbitration is not a constant either in the form provided in the contract, or, as will be pointed out later, in the degree to which it is used. The importance attributed to arbitration as a consequence of collective bargaining is an assertion that needs substantial empirical treatment before we can begin to understand the actual impact of arbitration on the "map" of faculty-institution relations. It appears much too early to offer firm conclusions at this point and on the basis of the findings here.

Binding arbitration was the final step in 69 of the 94 contracts reviewed (73.4%), roughly three-quarters of the population. This figure is virtually identical to the one reached by Mannix in his review of arbitration provisions in community college contracts; 74% of his contracts ended with this step.[52] (Our universe is broader insofar as it contains universities, colleges, community colleges, and representation from both public and private sectors. In any case, the three-quarters figure seems reflective of the proportion of procedures which use binding arbitration.) Advisory arbitration was the final step in 11 (11.7%) of the contracts. The remaining contracts either had no provision for arbitration, or ended in a step that had all the characteristics of mediation rather than arbitration. Binding arbitration is rarely an explicit provision in non-contract procedures. Only one clear example existed in the procedures we examined.

The contracts reviewed frequently specified to some extent the rules that would govern arbitration. In the large majority of cases (81%), the rules of the American Arbitration Association were specified (where the language of the contract was sufficiently clear to permit a count). In 14.5% of the cases, state labor board's rules were specified as controlling. Some contracts provided an option between the state board rules and the AAA rules. Our count put those few cases in with the class adhering to state board rules. The remaining cases (4.5%) relied upon the Federal Mediation and Conciliation Service for rules governing the arbitration of grievances.

C. Patterns of Experience in Grievance Processing

The data in this section were provided by institutions with adequate records of their experience. A short survey instrument (see Appendix A) was structured to obtain the parameters of accumulated grievance, appeals, and arbitration experience at both contract and non-contract institutions in our sample. In addition to asking the responding individuals to provide us with the relevant numbers of cases passing through their channels, we requested that institutional studies or reports of grievance experience be sent along. This latter request was singularly unproductive, yielding virtually no results. Coupled with the inability of numerous institutions to respond by merely counting the grievances which had been pursued by faculty at their institutions, the absence of institutional studies is alarming. Indeed, efforts to study grievance processing in a formal way are rare. Domitrz re-

ports an attempt to study grievance processing at colleges and universities (as opposed to community colleges) presently organized and operating with negotiated contracts.[53] His results are presently unavailable. Satryb's study of the history of grievance processing at SUNY is perhaps the most definitive analysis currently available.[54] But it is clear that experiences in the latter setting are unusual and probably quite unrepresentative. SUNY is a massive, multicampus system with a bargaining unit that encompasses huge numbers of faculty and non-teaching professional staff. The use of arbitration has been unusual. The union at SUNY has been disciplined in its use of the grievance procedure, and neither side appears anxious to let grievances pass indiscriminately into an arbitrator's hands. Thus, very few cases, proportionately, have gone to arbitration.[55] At CUNY, on the other hand, an extremely large proportion of the grievances filed have been resolved at the arbitration level.[56] Experience from the present study indicates that the CUNY pattern is not duplicated elsewhere. Thus, while analysis of grievance machinery structure is readily available, knowledge of the actual workings and effects of these important contract administration tools remains sketchy. The present effort will not answer more than a few of the basic questions involved.

This study merely looked at the raw frequency levels of grievance processing, and made the attempt in general to associate levels of grievance activity with certain institutional characteristics. Our results are suggestive of levels at which future research might focus, but they should not be treated as definitive

in any sense. The problem of data access and reliability should be a major concern where future studies are undertaken. The mass survey which was attempted for the present effort still seems appropriate as a way of making the first steps toward a descriptive overview, but this approach lacks the tightness required to gain explanatory power. Consequently, this section will attempt to make suggestions for more carefully focussed and controlled studies that attempt to gain leverage on the cause-and-effect questions which need to be answered.

Table 3 shows patterns of grievance procedure use by union. The data are restricted to 73 bargaining units for which reliable information was reported. The time factor is a constant: four years. But for many the experience reported does not cover as long a period. September, 1969, or the date of the contract's inception is the baseline date. We assume that this effect is randomly distributed across union categories.

The results offer some interesting patterns, but contradict some a priori expectations. Common assumptions about relative bargaining agent militancy would set up a continuium with the AFT on the far left as the most militant, followed by the combined NEA/AFT units, the NEA, the AAUP and the independent agents. Ostensibly, this ranking would be reflected in the aggressiveness with which agents pursue grievances. There is no single perfect index of this behavior, and so we propose four separate measures - grievances filed per unit, appeals filed per unit, appeals per grievance filed, and proportion of units in which arbitration has been involved to resolve grievances. Table 4 ranks the bargaining

TABLE 3

Grievance Patterns by Union Affiliation

Union	AFT	NEA/AFT	SUNY	NEA	Indep. Agent	AAUP
# Cases Reporting	14	3	1	34	12	9
Total Grievances Reported	85	68	304	379	137	54
Total Appeals Reported	52	31	160	308	83	35
G.P.U.*	6.07	22.67	--	11.15	11.42	6.00
A.P.U.*	3.71	10.33	--	9.06	6.92	3.89
A.P.G.*	.61	.45	.53	.81	.61	.65

* G.P.U. = grievances per bargaining unit
A.P.U. = appeals of step 1 grievances per bargaining unit
A.P.G. = appeals per grievance, total

TABLE 4

Predicted and Actual Rank Order of Unions: Militance and Grievance Pursuit

Rank Order	1	2	3	4	5	
Predicted Militance	AFT	NEA/ AFT*	NEA	AAUP	Indep.**	
ACTUAL:						
High G.P.U.	NEA/ AFT	Indep.	NEA	AFT	AAUP	Low G.P.U.
High A.P.U.	NEA/ AFT	NEA	Indep.	AAUP	AFT	Low A.P.U.
High A.P.G.	NEA	AAUP	AFT	Indep.	NEA/ AFT	Low A.P.G.
High Proportion of Arbitration***	Indep.	AFT	NEA/ AFT	NEA	AAUP	Low Prop. of Arb.
Composite Ranking	tie	(NEA/AFT) (Indep.) (NEA)		AFT	AAUP	

*SUNY figures are excluded from the NEA/AFT figures. The large numbers would skew the results beyond what appears to be a reasonable expectation in a more normal single campus unit.

**Independent agents.

***See Table 7 below for this information.

agents on each of these indices. The composite ranking is merely a reflection of the agent's mean rank over all three indices.

The major contrast is in the reversal of positions between the AFT and the NEA. The NEA ascends toward the AFT's predicted rank order, and the AFT sinks below the NEA's predicted rank order. The independent agents and NEA/AFT chapters are perhaps more militant than one would expect, but the numbers are too small in the NEA/AFT column, and the probable variance among independent agents too great to put much credence in any meaningful interpretation of their composite rankings.

Ex post facto speculation is risky, but one or two possibilities emerge as potentially good explanations. Both the AAUP and the AFT hold firm identities as representatives of faculty. The AAUP has a historical record of defending academic freedom and the security of the academic profession from administrative and political intervention. It is the preeminent representative of college and university faculty in their professional role. The AFT is a union in the full sense of the word. It embraces the basic premises of the labor movement in the United States, and maintains formal ties with the AFL-CIO. The NEA is in a less clear position between these two extremes. Perhaps the zealousness of its relatively recent conversion to unionism spurs its aggressive pursuit of grievances. Similarly, the AFT's relative maturity as a union may have sobered its use of the grievance machinery. Grievance processing and pursuit of appeals may be a visible device in a membership campaign, but it may not be the most productive way to live with and prepare to renegotiate the contract. The AAUP is

often cast in the role of relying on norms rather than power to resolve disputes. The data here seem to leave that supposition intact.

At the very least, these data do suggest union-associated variance in the use of grievance and arbitration machinery. Local institutional variance is similarly wide, indicating the importance of local conditions in development of faculty-institution relations under a negotiated contract.

Table 5 shows patterns of grievances and appeals by type of control for both contract and non-contract smmples where data were reliably reported. Grievance activity in the contract sample, however measured, is heaviest at institutions under pure state control. (The lone exception is in the case of percentage of institutions reporting arbitration - public institutions in all categories of control vary minimally.) It is lowest on all measures at institutions under independent control. Among the non-contract institutions, distinct patterns emerge under each control type. Grievance initiation is highest per unit in the state institutions, but appeals per grievance filed are lowest. Institutions with local control experience the fewest grievances per unit, but the highest level of appeals per grievance filed. Size affects the GPU and APU measures, and no control for size has been introduced here. With more faculty per unit, the state institutions logically have more grievances per unit than local institutions. The APG measure, however, is size-independent, reflecting only the ratio of appeals per grievance.

Table 6 presents grievance patterns by level of highest

TABLE 5

Grievance Patterns by Type of Control

Contract Institutions

Type of Control:	State*	State/ Local	Local	Independent	Church
# of cases	16	25	24	6	1
Total Grievances Reported	299	206	193	25	0
Total Appeals Reported	249	123	125	12	0
G.P.U.	18.69	8.24	8.04	4.17	0
A.P.U.	15.56	4.92	5.21	2.00	0
A.P.G.	.83	.60	.65	.48	0

Non-Contract Institutions

# of cases	8	7	10	6	0
Total Grievances Reported	45	16	16	12	--
Total Appeals Reported	8	7	11	5	--
G.P.U.	5.63	2.29	1.60	2.00	--
A.P.U.	1.00	1.00	1.10	.83	--
A.P.G.	.18	.44	.69	.42	--

*SUNY is excluded.

TABLE 6

Grievance Patterns by Level of Highest Degree Offered

Contract Institutions

Degree Level:	Assoc.	B. A.	M. A.	Ph. D.*
# cases	54	5	6	7
Total Grievances Reported	489	16	63	155
Total Appeals Reported	327	7	41	134
G.P.U.	9.06	3.20	10.50	22.14
A.P.U.	6.06	1.40	6.83	19.14
A.P.G.	.67	.44	.65	.86

Non-Contract Institutions

# cases	20	4	6	1
Total Grievances Reported	40	8	14	27
Total Appeals Reported	18	5	5	3
G.P.U.	2.00	2.00	2.33	27.00
A.P.U.	.90	1.25	.83	3.00
A.P.G.	.45	.63	.36	.11

*SUNY is excluded.

degree offered. Doctorate and baccalaureate granting institutions provide the extremes of experience, with master's level and associate level institutions occupying a middle position. The position of the baccalaureate institutions is especially interesting, and appears to represent an unequivocal institutional level effect. All grievances and appeals in this group are accounted for in NEA institutions. Three of the five baccalaureate institutions in the contract sample are NEA institutions. If union effects were pervasive, all of the BA figures should be much higher, due to the weight of the NEA as agent. The data, not conclusive because the numbers are small, point to a special mode of labor relations in BA granting institutions that is solely an effect of institutional level.

Although no case can be made because of small numbers once again, it should be noted that exactly the opposite effect was evident among the non-contract sample. BA institutions experienced the highest APG measure, while the one doctorate level institution experienced the lowest. No explicit "cause" can be advanced. But these results provide a consistent pattern which suggests that labor relations dynamics are not particularly dissimilar among community colleges and the emerging master's degree granting state colleges. More distinctive patterns seem to appear where baccalaureate and doctorate level institutions are involved. Whether this is a matter of institutional control, size or norms and traditions will await further investigation. Nothing we have been able to observe suggests that one particular mode or another is better or more correct than another. It is merely a matter of

differences in the ways originally dissimilar institutions adapt to the problem of faculty relations.

Arbitration experience was almost entirely restricted to contract institutions. Among institutions responding, 160 arbitration cases were reported by 104 contract institutions and 8 arbitration cases were reported by 65 non-contract institutions which had grievance procedures. The rate of arbitration cases per institution was 1.55 for the contract group, and .12 for the non-contract group. Thus, an institution with a negotiated contract seems roughly twelve times as likely to become involved in an arbitration proceeding as a similar non-contract institution which has a formal grievance procedure. This statistic understates the degree to which arbitration is more likely in contract institutions vis-a-vis the more general population of non-contract colleges and universities. We have first constructed a non-contract sample on gross institutional characteristics, and then computed the rate of arbitrations per institution only on the segment of those institutions which actually formalized relations far enough to have a grievance procedure. If we took the 8 arbitrations and spread them over roughly 100 institutions, the approximate scope of our responding control institutions, the conclusion is that arbitration is nearly 20 times as likely to occur at contract institutions.

But arbitration activity is spread very unevenly. Only 37 of the contract units reported arbitration of grievance appeals. And seven of those units accounted for 99 arbitration cases, or almost 62% of the total (more than 5 arbitration cases occurred in

each of those units.) Five institutions accounted for 83 arbitration cases, or 51.88% of the cases, using ten or more arbitrated grievance appeals as the criterion. Of those five, one was a community college in an eastern state (enrollment=7500), a second was a multicampus community college in a midwest state with an enrollment of 17,600, two were eastern state college systems with enrollments (system-wide) of between 50,000 and 75,000. And the fifth was a midwestern community college with an enrollment of 1600. Significantly, three of these high-arbitration institutions are multi-campus bargaining units, and the sixth unit in order of number of arbitration cases is also a multi-campus unit. (Arbitration has, according to published reports, been most frequently resorted to at CUNY, a massive multi-campus institution.[57])

Of eleven responding multi-campus contract institutions, three reported no arbitration cases. The remaining eight accounted for 72 arbitration cases, or 50.63% of the total reported. No similar pattern could account for what little arbitration had occurred among reporting control institutions. A midwestern state college with about 7500 students and a western private college with fewer than 1000 students together accounted for 6 of 8 reported arbitration cases. Five of 12 responding multi-campus control institutions had no formal grievance procedure, a rate consistent with that for the whole control population. Only one arbitration case was accounted for by a multi-campus control institution. Twenty-nine contract units involved in arbitration, or 78.4% of the total number reporting arbitration cases were community colleges. This compares with 74.3% community colleges in the responding con-

tract sample.

Tables 7 - 12 break down the incidence of arbitration by bargaining agent, by institutional control, and by institutional level (highest degree). Two separate approaches are used: number of arbitration cases per institution, and percentage of institutions reporting arbitration cases. The SUNY figures are omitted from the count of arbitration cases, but not from the percentage figures.

Using either measure, arbitration has been most frequent at institutions in the public sector. Only two of twelve private institutions reported any arbitration cases. The numbers are once again relatively small, but the trends are consistent with expectations - that public institutions will tend to rely on the more secular approaches to conflict resolution. Of the three major unions, the AFT was most likely, on both measures, to push grievances through to arbitration. Using percentage of units experiencing any arbitration, the independent agents and the NEA/AFT units were roughly equivalent to one another, the AFT followed, and the NEA and the AAUP seemed quite unlikely to push cases through to arbitration. The latter two were also low when arbitrated cases per unit was used as the measure. The AAUP was markedly lower than all other unions on the latter measure. Where the level of degree offered was concerned, the doctorate-granting institutions experienced the highest level of arbitration on both measures. The baccalaureate institutions were lowest on both measures, and the other two groups fell between these two.

There is an obvious potential for interaction among these

TABLE 7

Percentage of Units Reporting Arbitration
by Bargaining Unit

	AFT	NEA/ AFT	NEA	AAUP	Indep.	Total
Percentage of Units Reporting Arbitration	43.5%	57.1%	25.5%	25.0%	53.8%	34.9%

TABLE 8

Percentage of Units Reporting Arbitration
by Type of Control

	State	State/ Local	Local	Independent	Church	Total
Percentage of Units Reporting Arbitration	35.8%	37.5%	38.2%	22.2%	0.0%	34.9%

TABLE 9

Percentage of Units Reporting Arbitration
by Level of Highest Degree Offered

	Assoc.	B. A.	M. A.	Ph. D.	Total
Percentage of Units Reporting Arbitration	37.2%	14.3%	23.0%	50.0%	34.9%

TABLE 10

Distribution of Arbitrated Cases per Institution by Union Affiliation

Union:	AFT	NEA/AFT*	NEA	AAUP	Indep.
# of institutions	23	6	51	12	13
Total arbitrations reported	40	8	61	5	37
Arbitrations per institution	1.74	1.33	1.20	0.42	2.85

*SUNY is excluded.

TABLE 11

Distribution of Arbitrated Cases per Institution by Type of Control

Type of Control:	State*	State/Local	Local	Indep.	Church
# of institutions	27	32	34	9	3
Total arbitrations reported	66	40	42	3	0
Arbitrations per institution	2.44	1.25	1.24	0.33	0.00

*SUNY is excluded.

TABLE 12

Distribution of Arbitrated Cases per Institution by Level of Highest Degree Offered

Degree Level	Assoc.	B. A.	M. A.	Ph. D.*
# of institutions	78	7	13	7
Total arbitrations reported	99	2	23	27
Arbitrations per institution	1.27	0.29	1.77	3.86

*SUNY is excluded.

factors in the developing trends of arbitration of grievances. Certain unions representing faculty at certain kinds of institutions will probably develop markedly different histories with respect to the frequency with which arbitration is employed. The best conclusion that we can reach with out present data is that the use of arbitration is as yet an unpredictable factor in the conflict resolution equation. This is clearly a problem that bears further watching, especially in those locations where it has been used frequently such as CUNY. However, it is just as significant that no arbitration has occurred over a wide spectrum of institutions. In this case, its non-occurrence is every bit as interesting and significant as its occurrence, and future studies should attend to both patterns.

D. Correlates of Formal Grievance Procedure Adoption: Non-Contract Institutions

This section is undertaken as an attempt to gain insight into the movement toward increasingly formal and specific means for resolving institutional conflicts. Institutions with negotiated contracts represent one extreme among the range of contempoary solutions. In our non-contract sample, we have two other solutions represented: those institutions which remain dependent upon traditional unformalized means of dealing with faculty-institution conflicts, and an intermediately positioned group of institutions, which has not gone to the solution of negotiating formal procedures, but which has adopted some of the practices common to the more formalized labor-management model.

Virtually all institutions with negotiated contracts have formalized grievance procedures as part of the agreement. One exception occurred among the contracts analyzed for this study.

Among the control institutions, 64 reported having a grievance procedure, while 43 reported having none. Obviously, there is a much lower probability that a non-contract institution will have a grievance procedure (59% vs. 100%) in effect than would be the case at a contract institution.

The control institutions having grievance procedures were compared to those not having grievance procedures according to several gross institutional characteristics. The results indicate some of the concomitants of the formalization of conflict resolution. While these computations could be made in several different ways, the mean size in student enrollment (1971 data) was computed for the structural unit covered by the procedure. Thus, if one grievance procedure covered a multi-campus system, the total student enrollment for that system was taken as the size of the unit covered. Similarly, if a grievance procedure covered a single unit of an otherwise centrally coordinated system, the unit's enrollment was taken as the relevant figure. Mean size of non-grievance procedure institutions was 3664 FTE students, while the mean size of control institutions with grievance procedures was 8293 FTE students. Thus, among institutions which match those presently negotiating or operating with a formal agreement, size appears to be an indicator of the formality with which conflict is handled. Units covered by grievance procedures are roughly twice as large on the average as those with no such procedure.

Table 13 compares the distribution of non-contract institutions according to type of control and presence or absence of a grievance procedure. Among the public institutions, there is a clear tendency for state level control to be associated with the presence of formal grievance mechanisms. The assertion gains weight when type of institution is held constant. All pure local control cases and combined state and local control cases are community colleges. Incidence of formal grievance machinery is plainly higher in the latter group, the one with some element of state control. The pure state control cases are mixed as to type of institution (state colleges and universities as well as community colleges), but the presence of state control is still more directly associated with presence of a formal grievance mechanism than is the case where only local control is present. The effects of size and other factors may be confounding variables, but the data nevertheless offer clear indications that state control alone is a determinant of formal grievance processing.

Among private institutions, of which there are too few to generate any sort of powerful inference, secular versus church control appears to offer a potent break. It would appear from the data in this study that church related institutions are less formal about managing faculty institution conflict than their more secular counterparts. A parallel study of student discipline procedures supports this kind of conclusion: church related institutions tended to have fewer rudiments of due process protections in their discipline procedures than other types of institutions.[58]

These data, admittedly less than fully definitive, support

TABLE 13

Type of Control and Presence of a Grievance Procedure: Non-Contract Institutions

Type of Control:	State	State/ Local	Local	Indep.	Church	Total
Percentage adopting formal grievance procedure	62.2%	66.7%	50.0%	90.0%	33.3%	59.6%

TABLE 14

Degree Level of Non-Contract Institutions and Adoption of Formal Grievance Procedure

Highest Degree Offered:	Assoc.	B. A.	M. A.	Ph. D.	Total
Percentage adopting formal grievance procedure	56.3%	83.3%	57.1%	77.8%	59.6%

TABLE 15

Location by Accrediting Region and Adoption of Formal Grievance Procedure: Non-Contract Institutions

Accrediting Region:	New England	Middle Atlantic	North Central	South.	North West	West	Total
Percentage adopting formal grievance procedure	77.3%	70.0%	52.4%	50.0%	54.5%	40.0%	59.6%

membership in AAUP chapters is lower at two-year colleges than at baccalauteate institutions.[59]) Thus, both public and private sources of universalistic law seem to supplant an informal, more tribal, and customary approach to handling social (and private) conflicts as the control and value systems of institutions become increasingly secular.

Table 14 relates the highest institutional degree offered to presence or absence of a grievance procedure among the non-contract institutions. The results are rather paradoxical, and somewhat difficult to interpret. The distribution of associate - and master's degree granting institutions appear to be parallel, the distribution of baccalaureate and doctorate degree granting institutions appear parallel, and the patterns of these two pairs seem quite different. The baccalaureate-doctorate pair appears much more reliant upon formal grievance machinery than does the associate-master's pair. Source of control (public-private) seems not to be a potent confounding variable. Baccalaureate institutions are almost all private, master's institutions almost all public, and doctorate institutions are about evenly split. Associate institutions are virtually all public. Hypothetically, the common thread running through the baccalaureate-doctorate pair is the arts and science presence, probably not so clearly present in the associate-master's pair. Signs point, again, to the influence of heterogeneity and universalism on the formality of conflict resolution. Especially interesting in these distributions is another point: unionization - the sive qua non of secular formalization of relationships and procedures - is heaviest among associate and master's

a theory of conflict resolution practices based upon the Gemeinschafft-Gesellschafft distinction. As the locus of control and authority becomes more remote and more secular, so will the way in which the unit manages its conflicts become more formal and dependent upon universalistic law. Conversely, the more important communal and localized values are for the institution, the less dependent it will be on universalistic, impersonal procedure. A supplementary, test of their hypothesis might be conducted by looking at the characteristics of institutions which have violated AAUP norms. If these norms can be assumed representative of universalistic values, as perhaps the movement toward meritocratic professionalization can be viewed, then our hypothesis suggests a disproportionate representation of locally controlled public institutions and church related private institutions on the AAUP's censure list.

The prediction does not hold, however. Major universities and emerging state colleges and universities are heavily represented on the censure list. Church related and locally controlled institutions are infrequently represented. Why this should occur provokes a confrontation of theory and experience. Only further investigation beyond the scope of the present one will answer the paradox. It is quite possible, though, that since professional norms may be less salient in general for institutions which depend onllocal or sectarian support, the AAUP is less frequently a source of normative authority in faculty-institution disputes here. (The AAUP is virtually never the choice of two-year college faculty in bargaining elections, and proportionate

degree granting institutions. Why does one control group evidently reverse the pattern? Why is formalization apparently heavier in the institutions drawn from a less union-prone segment of the higher education universe? The first temptation is to suggest that we have a closer matching of bargaining institutions with control institutions on the baccalaureate-doctorate pair, that our control sample for this pair is unrepresentative of the general population, and more nearly representative of the organized institutions. Credence must be given this explanation: The few organized institutions in the baccalaureate-doctorate segment of higher education are distributed quite randomly, and are easily matched by similar unorganized institutions. The organized associate-master's institutions, however, tend to accumulate within a few states and matching them frequently led at least across state lines. Thus, a plausible rival explanation dictates caution in interpreting these results from other perspectives.

Some previous work[60] suggests an emphasis on conventional and conservative values among constituents of the master's level public institutions and Jencks and Riesman[61] contended that associate level institutions, as "anti-university colleges," explicitly embraced the values of localism, anti-intellectualism, and protection of community values against the meritocratic tidal wave. It is at least possible that the cosmopolitanism and professionalism embraced by the arts and science faculties both demands formalistic and universalistic rules and simultaneously rejects "unionism" as the route for attaining them.

The findings on this point also suggest a dichotomy within

institutional types, especially the community college population. They represent the most "organized" segment of higher education, but our control sample of community colleges is of the various types least like the bargaining population as measured by adoption of formal grievance machinery. Either we must accept the fallibility of our matching process, or community colleges apparently represent a wider range of organizational adaptation than do other types. An earlier study concluded that community colleges varies considerably more with respect to the dynamics of governance than either universities or state colleges.[62] Assuming a valid matching process, the present effort seems to support that earlier conclusion.

Table 15 profiles the presence or absence of formal grievance procedures in non-contract institutions by accrediting region. Column totals in this table are fairly accurate representations of the distribution of collective bargaining activity across the nation, reflecting the basic integrity of the matching procedure on this variable. Clearly, the trend to adoption of formalized faculty-institution relations is most marked in the northeast quadrant of the United States. Non-contract institutions in both the New England and Middle Atlantic accrediting regions are much more likely than non-contract institutions in other regions to adopt formal grievance procedures. It is in these areas (most notably New York, Pennsylvania, New Jersey, and Massachusetts) where union activity among faculty has been especially strong. The North Central area represents more variance among states in level of union activity, with "big labor" states, such as Michigan

and Illinois, being far advanced down the bargaining route, but with other states, such as Indiana and Ohio, lagging. Our profile seems to reflect this intra-region variance: the control institutions simply do not "match" the organized population as well, even though there are a large number of organized institutions in the North Central area.

Why these regional variations persist outside the bargaining sector (where one might hypothesize the strong influence of permissive state legislation) is not clear. The best we can offer at present is a general supposition that real cultural differences from one region of the nation to another have a direct impact upon dynamics of conflict and its management in higher education. This is admittedly too grandiose an offering, but no rival hypotheses are available to us at present.

E. Impact of Collective Bargaining on Conflict Management Practice

This section will briefly explore the comparative experiences of contract and non-contract institutions with their grievance procedures. Our survey produced 16 matched pairs of institutions for which reliable and complete data concerning grievance processing were available. One member of each pair was operating with a contract, while the other had a grievance procedure, but was not in a bargaining relationship with faculty. The final size of this sample was affected by two important constraints: nearly one half of the non-contract sample did not have grievance procedures to begin with. Of those institutions which did have grievance procedures, as we have noted, reliable data on grievance

processing was hard to find.

The 16 contract institutions reported a total of 272 grievances filed while the 16 non-contract matched institutions reported a total of 153 grievances. This was an average of 17.0 per contract institution and 9.56 per control institution. These figures should be interpreted conservatively insofar as no control was introduced for the length of time in which these figures had been accumulated aside from the September, 1969 - September, 1973 limitation. Other important factors introducing errors have been controlled in the matching process; these include size, level of offering, accrediting region, type of control. Beyond that, there may be factors entering the comparison and affecting the difference, but they remain uncontrolled. It is naturally possible that a systematic bias existed in terms of the time factor, since contracts might have been in force for a longer period than the control-group grievance procedures, or vice versa. We choose to assume that this is not a serious limitation, but offer our conclusions only as hypotheses.

A supplementary point should be made concerning the actual magnitude of the figures. Both contract and control figures would be considerably higher (grievances per institution) if two major multi-campus institutions' experiences were included. Neither could report reliably on the number of formal grievances filed. Their estimates would push the ratio of grievances per contract institution closer to three to one than the estimated 1.78 to one derived from our more reliable figures.

We computed the ratios for all institutions, both contract

and control, which submitted reliable data concerning formal grievance filing also. Seventy-four (74) contract institutions reported a total of 1046 formal grievances, and 30 control institutions reported a total of 83 grievances. The contract experience was 14.14 grievances per institution, and the control experience was 2.77 grievances per institution. An alternate figure was computed for the control group, accepting as reliable data from six institutions that purported to have firm figures on grievances filed, but that could not report reliable figures for appeals taken, or other steps used. This raised our control figures to 286 total grievances of 36 institutions, or 7.94 grievances per institution. Adding two similarly unreliable reports to the contract group figures gave us 14.41 grievances per institution. This set of figures left the matching controls out of the design but has the added virtue of stability due to size of the samples.

Note that the estimates of relative levels of grievance processing change in magnitude, but not in direction in shifting from the smaller matched pairs group to the larger group. The larger unmatched groups lose the control for size, which seems to account for the variance to a substantial extent. Our variously estimated parameters range from two times to five times the level of grievances filed at contract institutions over non-contract institutions. By any measure, the grievance procedures appear much more heavily used at the contract institutions.

The same trend appeared when we measured data for appeals filed. The base figure was number of step one decisions appealed to any higher level. Seventeen matched pairs reported reliable

data, yielding totals of 145 appeals among contract institutions and 22 appeals among control institutions. The ratios of appeals per institution were 8.53 for the contract group and 1.29 for the control group. Using the alternate calculation from all institutions in both groups reporting reliable data, we arrived at a total of 726 appeals among 82 contract institutions and 31 appeals in 31 non-contract institutions. This represented 8.54 appeals per contract institution and 1.00 appeal per control institution. Thus, we have what appears to be a fairly stable estimate of between 6.5 and 8.5 times as much appeal activity in contract institutions as in control institutions. Our survey made no effort to look at the patterns of issues involved in grievance and appeal processing. The most thorough study of this element appears in Satryb's report cited earlier.[63] In order to understand the discrepancy fully and to describe the place of grievance procedures in overall institutional conflict management processes, the issue matrix giving rise to grievances needs a thorough plumbing. All we can say is that the grievance procedure appears more central to institutional conflict management in our contract institutions. This assumes a constant level of conflict across our two populations, not a wholly unreasonable assumption given the kinds of controls introduced. In theory, the remaining conflicts at our control institutions get resolved in ways that do not rely on the formal grievance procedure, but we do not know at this point what those avenues might be. It is clear, in conclusion, that the contract and its grievance procedure absorb more conflict cases than do grievance procedures which have been implemented at non-con-

tract institutions.

F. State laws and faculty-institution conflict resolution.

The basic conclusion of our investigation of state statutes for their provisions regulating or defining conflict resolution procedures is that wide variance exists. Nineteen states have laws explicitly protecting and regulating employees rights to enter collectively bargained agreements with public colleges and universities. The state of Washington extends such protection to community college employees, including faculty, but not to faculty in the state's four-year colleges and universities. Faculty and other employees have entered bargaining agreements with their institutions in states not having public employee bargaining laws, but we are not concerned with those, as the relationships are not structured within the scope of a law. Finally, in several states, legislation directly affects certain aspects of faculty-institution relations independently of any negotiated agreement.

Since a full summary is beyond the ambitions of this report, a brief review of the major elements of state laws will be presented and some comparisons drawn among divergent practices on each element.

First, most laws establish employees' rights to bargain through an exclusive agent with public employers. The scope of bargaining is variously mandated or limited, but often includes a specific requirement that a grievance adjustment procedure be included in any contract. Alaska and New Jersey laws have such a requirement. South Carolina law does not extend bargaining rights, but requires that state agencies and departments establish grievance procedures. South Dakota, which permits bargaining,

also requires all public employers to establish grievance procedures. Grievance procedures are at least a legitimate topic for negotiation in a wide range of states, according to provisions of their statutes, but a few -- Rhode Island, for example -- are silent on the matter.

The nature of a grievance is defined in some laws. Kansas provides such a clause, specifying that a grievance is, "a statement of dissatisfaction by a public employee; supervisory employee, employee organization, or public employer concerning interpretation of a memorandum of agreement or traditional work practice." (Kansas Statutes Ann. §75-4322(a).) Minnesota law contains similarly broad language, while Massachusetts limits grievances under contract procedures to interpretation or application of the contract itself. South Carolina, whose statute is unique in many respects, seems to limit the scope of grievances to issues concerning personnel decisions alone.

Employee, union, and management rights under grievance procedures are defined in many cases. New Jersey presents one extreme: Any grievance presented by an individual must be presented through the exclusive bargaining agent if one has been elected. This holds whether the employee is a member of the organization or not. New Jersey Turnpike Employees' Union, Local 194 v. New Jersey Turnpike Authority, 303 A.2d 599 (N.J. Super. App. Div., 1973) Oregon provides a different solution with respect to union rights: any individual employer may present his own grievance without the intervention of a labor organization, providing that the labor organization has a right to be present at the settlement and providing that the settlement cannot contradict any terms of a nego-

tiated agreement. This is a fairly typical definition of rights, commonly appearing in a wide array of statutes. Rhode Island, in another variant, grants "supervisors" of public employees the power "to take appropriate action promptly and fairly upon the grievances of their subordinates," but does not similarly outline the rights of employees with respect to grievance processing and adjustment.

Appeal routes and the availability of arbitration are also specified in a number of laws. Both Pennsylvania and Minnesota statutes require that grievance procedures end in binding arbitration. Oregon law permits the inclusion of binding arbitration in negotiated contracts, while the Rhode Island public employment relations law appears silent on the matter. South Dakota vests binding authority to resolve grievances at the final step in the department of manpower affairs. South Carolina does not extend bargaining rights, but requires a provision in mandated grievance procedures for final review of certain grievable issues by a state employee grievance committee. The Pennsylvania law established a state bureau of mediation, and assigns responsibilities to that department for assisting in the selection of a mutually agreeable arbitrator. Michigan provides for the intervention of the state labor mediation board whenever the union or over half of an unrepresented group of employees or the public employer requests such intervention. And Hawaii covers dispute settlement in the absence of a binding arbitration clause in the contract by making the public employment relations board responsible for issuing binding decisions at the request of either party.

This cursory and somewhat random survey of state statutes governing public employment relations merely establishes the variance among solutions to the grievance problem which have found their ways into law. It is sufficient to point out the potential influence of state legislation in this area and to note that its impact will vary from state to state. No explicit effort was made here to tie contract language to statutory requirements. Informal observation indicates that such ties clearly exist, but that contracts do not necessarily vary from state to state in direct correlation with statutory language. Two major contracts in New Jersey, for example, do not provide for exclusive union control of grievance presentation, as the law there presumably allows (and may require). State labor law should thus be treated as a potential influence shaping grievance procedures as well as a highly variable one across state lines.

V. DISCUSSION

This section will attempt a brief review of the major findings, and, tempered by the limits of the data, an extrapolation of their meaning for patterns of conflict management under collective bargaining.

It should be very obvious at the outset that collective bargaining seems to represent in many ways the forefront of a wave moving over faculty-institution relationships. In general, conflict management has become more formal, more externally controlled, more universalistic, and more procedurally conscious in colleges and universities than it was even two or three decades ago. What one finds in collective bargaining agreements, one finds also in institutional policies where bargaining has not occurred. But in general, there is "more of it" in the negotiated agreements. So, the formal grievance procedure is always a part of a negotiated agreement, but only present on between half and two-thirds of institutions matched for their similarity to bargaining institutions, and not currently operating with a contract. Use of the procedure is similarly more extensive in the bargaining group. Reliance on binding arbitration is more common, as is the willingness of the parties - especially faculty and their unions - to submit disputes to arbitrators. Similarly, unionized institutions found faculty and unions using the grievance procedure much more often, and appealing through its levels more often, than non-unionized institutions. There is less peer review, fewer joint faculty-

administrative review steps (and so presumably a more adversary, less mutually responsive process), and a generally more formal procedure under collective bargaining agreements.

None of these effects is constant. Unions apparently differ in their approach to the negotiation of a contract as well as to its administration through the grievance procedure. Institutions differ at least among types and with respect to the locus of control as to the dynamics of conflict management process within the bargaining sector as well as within the non-bargaining sector. Larger, more public, graduate degree granting and community colleges cluster toward the more explicit labor-management end of the range, with baccalaureate, more private, and smaller institutions veering toward a more traditional mode of relationships not unlike the reserved, shared responsibility, professional organization model usually associated with the AAUP policy positions. These are overly simplistic summary statements, but they are consistent with the nature of the data gathered. Refinement of the observations that can be collected as bargaining relationships develop and mature will lead to more refined levels of insight, but we have entered the process at an early stage with relatively crude instruments.

This, it should be clear, is a prime limitation to the character of this study. In many respects, it was conducted too early in the history of collective bargaining. Impact per se is hard to identify because the parties are still adjusting to each other and learning how to live with a new mode of relationship. Long range implications are not really clear on the basis of one

to three or four years of experience, which is what the bulk of our data reflect. More critically, evidence needs to be gathered on renegotiated contracts to make judgments about parts of the conflict resolution process that have or have not been working well.

But insights are nevertheless possible if one will accept a certain degree of speculative risk. Perhaps the most obvious one is that universalistic, secular principles of conflict resolution with a heavy procedural component are coming more and more to replace those older, more comfortable, more informal normative solutions that have been at least supposedly characteristic of academic life for so long. Colleges and universities are obviously no longer the norm-governed (and so communal) institutions they were once supposed to be. The ideal of the mutually responsive professional community that engaged in self-government based on philosophy of shared authority does not square with the practical realities of open recognition of conflicting interests that are fundamental to the point of requiring external arbitration as a last resort. In the bargaining mode, administrators dispense institutional justice, albeit procedurally regulated, and faculty, backed by the force of their bargaining agent, seek their version of equity through continued appeals. The premise of this process of grievance resolution is quite different from the premise of shared authority. Reason, persuasion, and democratic decision making, a sort of pantheon of traditional academic values, are replaced by contention, plea, and formal authority.

Whether this is a desirable development or an undesirable

one is left for philosophical debate. One implication is clear: the old shared authority model may have been unrealistic as a representation of academic decision processes in the first place. Because it did not fit, the emergence of an antithetical reality seems surprising, but in fact may only represent an extension of conditions that simply were not recognized because observers of academic life were operating with preconceived notions of how things worked, ignoring contrary data. It is rather obvious at present that the realities of governance and other dynamics differ (and have long differed) from one campus to the next as well as across institutional types. The fact that some institutions have lived rather faithfully according to the gospel of shared authority and/or mutual responsiveness norms hardly implies that such a monolothic solution will prove successful or viable in other places. Whether collective bargaining and its approach to conflict resolution is at all agreeable with our ideals is moot; it simply works as a realistic adaptation at a large number (but perhaps not a large proportion) of colleges and universities.

These kinds of results seem quite predictable with a retrospective application of conflict theory. The prevalence of universalistic solutions to conflict resolution in the public sector, for example, seems to pose an effect of two factors as potentially causative. Pluralism of institutional make-up has increased both with regard to functions and clientele in this sector in highly dramatic ways. Further, control in the public sector has been moving further and further from the local level and more closely to centralized state level direction. The incidence of arbitra-

tion, and indeed of grievance processing in general, at multi-campus institutions inllustrates the simultaneous trend of externalized authority and universalistic procedural methods of handling faculty personnel problems. So, looking at the problem from a broad perspective, adoption of collective bargaining modes of conflict resolution and similarly formalized methods by non-organized institutions seems only to be a normal process that is concomitant with the massive secualrization of the academy recently experienced.

One other point should be made with regard to collective bargaining and its impact. Binding arbitration is clearly a different matter under negotiated contracts than in non-contract grievance procedures. The non-contract procedures do not have provisions for arbitration in most cases. Although the arbitrator's authority is usually circumscribed to decisions regarding procedure, there is clearly a new element in the equation when the capacity to make a binding decision on appeals is ceded to an outside agent. It is beyond the scope of this report to deal with arbitration and its potential impact on faculty-institution relations, and it is clear that arbitration is not widely used where it is available. But the fears of Duryea and Fisk reviewed in an earlier section deserve some attention. Specifically, a more intensive study of arbitration as a conflict resolution mechanism in higher education is warranted.

One of the patterns, or lack of pattern, in our data that support the urgency of this study is the apparently localized and somewhat random clustering of arbitration cases. Where records

are reliable (and this may be a shortcoming of our data), it appears that arbitration is a common matter at some institutions but rare at most institutions. There is not enough control in the present study to attribute this clustering to any particular independent variable, although we have speculated about some regularities. But not only the frequency of arbitration is important. Sources of arbitrators, precedential patterns, specific patterns of award, and the like all need careful scrutiny. Both faculty and institutions need to be examined in their responses to arbitral decisions, and evaluative impact studies need to be done at the case level if we are to understand this emerging phenomenon.

Some concluding remarks concerning applications should be offered. It is not strictly possible to make recommendations or propose models for the ideal grievance procedure from the data we have compiled. But there are some insights to be gained nevertheless.

First, there is indeed no standard grievance procedure by which one should judge other procedures. Variations are the rule and exceptions are more common than standards. Informal resolution at the lowest possible level is, however, as close to a universal principle as seems to exist. Who talks with whom under what conditions in this process is not apparently important; rather, the lowest level at which resolution can take place is plainly the level at which resolution is simplest, least costly, least formal, and lowest in precedential value. The problems of low-level resolution lie essentially with inconsistencies across cases. In areas where no norms exist to resolve differences, the parties may reach

compromises based on relative power positions rather than on principle. An organization can awaken suddenly to find its practices have evolved with considerable variation under the lowest level principle of conflict management. This, of course, is where appeals become crucial: resolving differences among various line departments in their handling of specific kinds of cases.

Under a contract, or more traditional arrangement, though, an institution may not have sufficient feedback from low-level confidential discussions to be aware of such conflicts. Thus, a monitoring system of some kind seems appropriate in the absence of a more positive articulation of policies and norms. Defacto policy decisions may emerge from a decentralized, compromise-oriented decision system that later bind the institution or its faculty to solutions that are wrong or inequitable from either point of view. A systematic filing of low level decisions therefore seems essential to both parties, especially where policy guidance is not available for given decisions. A number of the reviewed procedures seem to handle this problem by making the lowest level a two-phase step. Informal agreement is the first approach, but if the parties cannot reach a resolution the matter is reduced to writing and the conflict thus opened to further appellate review with issues and positions clearly and permanently stated.

Second, the language of contracts and grievance procedures varies from the highly specific to the extremely vague. There are perils in both directions that should be obvious. Vague language in policy or procedure will, it appears to us, lead to a more frequent reliance on external authority for interpretation and media-

tion. Unless the parties are prepared to bargain with each other seriously over the meaning and intent of contract or policy statements, the only way to resolve impasses will be to invoke arbitration. On the other hand, an arbitrator's flexibility can be constrained through use of specific language. Where his authority is circumscribed, as it usually is, to matters of procedure alone, and procedure is clearly spelled out, as it often is, then only egregious administrative errors stand threatened by arbitration. But arbitrators brought in to handle cases born of loose substantive language and equally loose procedural language must decide something. They may not be able to avoid relying on definitions and standards developed in settings quite different from the unique context of higher education. This is where the commonly perceived dangers probably lie.

It is hardly necessary to point out that specific language, while advantageous from one perspective, has its difficult aspects. First, it requires reaching a detailed agreement, a difficult and time-consuming task. Besides, there are often few enough matters of principle on which participants in the academic enterprise can agree even at the most general level. Trying to tie things down to the operational level may be asking too much. Even then, if agreement is reached, the specific terms can be limiting, constraining, and inflexible to the point of irrationality.

General institutional policy is one concern, but the issue this study confronts relates more narrowly to the level of language appropriate to the grievance procedure. All things considered, it is probably wise to construct a procedure as specific as

possible, especially where binding arbitration will be available as a procedural review. The costs lie in having to live with the procedure itself, no small matter where time limits are clear, and other steps are highly explicit. The benefits lie in maintaining the integrity of institutional decision processes and control over internal policy matters.

A third issue rests with the extent to which due process and grievance procedures should be one. Can a grievance procedure provide due process? Or can a due process mechanism serve efficiently as a grievance procedure? The major differences are, of course, that the faculty initiates the charge under a grievance procedure while the institution initiates the charge under circumstances where it must afford due process. The purposes of the two kinds of conflict resolution mechanisms are quite different. Redress is the goal of the one (grievance) while fairness is the goal of the other (due process). Technically, the grievance procedure is broader, and in fact subsumes the due process structure. If an alleged error occurs in the latter, presumably a faculty member would use the grievance procedure to obtain redress. Further, providing due process is an obligation of the institution only when it contemplates depriving a faculty member of liberty or property. These are rare actions and in the public sector they are reviewable in the federal courts. Institutional control over less severe personnel actions and on a wide range of policy questions need not involve the use of a full adversary proceeding. Thus, the grievance procedure is supposedly a much more efficient way to handle the broad range of every day governance and personnel matters that pro-

voke conflicts with faculty. Affording due process on a wider range of issues than necessary through a grievance procedure probably is wasteful and unproductive. Thus, considerable argument exists for keeping the two actions separate, and for structuring the grievance procedure in a tighter and more efficient way in keeping with its place as a general device for handling a wide range of small issues.

Fourth, what is the proper role of a bargaining agent in the processing of grievances? Most procedures give the agent rights to appeal grievances, to be informed of decisions, to invoke arbitration, and the like. In the public sector, it is a well-established principle that the individual cannot be denied his individual right to pursue redress or to petition his government. Since state and locally controlled institutions are universally assumed to be agents of the state, the public sector rule holds and unions cannot intervene where an individual chooses to pursue his own case. On the other hand, there is nothing which prevents the union from pursuing its own interests in the grievance processing. No similar issue appears to have arisen in non-contract grievance procedures. The SUNY study cited earlier, and patterns which emerged in our data indicate that local situations seem to play a distinct role in the way a union involves itself. Whether it uses grievance pursuit as a grandstand play for membership or whether it is more conservative in the interest of winning important contests of principle will depend on its local concept of self-interest. Further study is needed on this point before any prescription can be offered. But on the structural level, there

appear good reasons to include a representative of general faculty interests - whether a union or a different sort of representative like a subcommittee of a faculty welfare committee - in the hearing of grievances and appeals. Understandings can be reached on issues of principle at relatively early stages and expensive confrontations can be avoided. Individual faculty, of course, lose some bargaining power with the intervention of the third party, but they also will tend to gain in terms of the consistency of institutional decisions and in collective support of legitimate grievances.

Fifth, what are the appropriate sources of review and appeal in a grievance procedure? Some procedures specify the president as the first formal level, while others specify the immediate supervisor, and still others are flexible using language like "appropriate administrative officer" to specify the first level. It seems especially unwise for a president, or even a dean to expend whatever political capital he may have in the continuous grind of grievance resolution. On the other hand, lower level administrators may be neither as potentially just or effective in resolving the persistent institutional conflicts that arise. Further, as administrative hierarchies continue to extend upward into state level bureaucracies - a la SUNY - the formal sources of responsibility and review will necessarily multiply to the extent that prompt grievance processing will be impossible. Probably the weight of arguments falls with the flexible solution: put the onus on the conflicting parties to resolve the initial issue. Thereafter, the procedure should probably reflect natural hierarchical routes in the institution with a careful eye to prompt re-

view of difficult cases at the presidential level. Stifling important issues in a complex procedure will likely ensure a continuously boiling pot and a final outburst commensurate with procedural blockages. The prime factor in keeping a social system peaceful is the continual ability of its institutions to absorb and resolve conflict on an issue by issue basis. This is really the underlying value of an efficient grievance procedure. Thus, it should be straightforward enough to yield real and effective solutions to individual problems.

One of the real unresolved issues at the conceptual level is the question of where substantive review of the merits of a grievance should end and procedural review begin. Legal precedent suggests that external sources of review - arbitrators and courts - should constrain their judgment to procedural matters. Theoretically the courts and arbitrators are powerless to substitute their own substantive judgment for that of officers to whom authority has been properly delegated. Without exploring this principle further at this stage, it is one that deserves faithful adherence in the design of a grievance procedure. If nothing else, retaining authority for substantive decision making within the institution allays the trepidations which accompany the idea of arbitration. Restricting arbitrators to procedural decisions should make their involvement both rare and inconsequential in most conceivable circumstances. It is merely a safeguard against arbitrary or short-circuited maneuvers affecting faculty rights. It would not threaten institutional rights to exercise judgment. On the other hand, arbitration is not always handled appropriately by those involved.

Careful preparation and attention to the character of the process should precede hearings regardless of limitations on the arbitrator's authority. What is procedural and what is not may become a matter of conflict on a semantic level, and this is where arbitrators seem to wind up making substantive intrusions.

The present study has, in conclusion, affirmed several points. Collective bargaining does indeed seem to make a substantial difference in the methods and process of conflict resolution observed in colleges and universities. Tighter, more formal, more adversary, more universalistic procedures seem to emerge in negotiated agreements. Reliance on formal authority is heavier, and sources of external review are more frequently provided. Patterns of use of these procedures vary, but the grievance procedure is more frequently used in the bargaining sector than in the non-bargaining sector.

Plainly, these observations must be classified as tentative and preliminary. More intensive analysis of individual grievance procedures and grievance processing needs to be conducted. Similarly, longitudinal observations need to be made; the present study is in actuality a brief look at early developments in the evolution of collective bargaining relationships. Contracts will be renegotiated, social and economic conditions will change, goals and practices of colleges and universities will inevitably change, and faculty will change. Only over time can the principles dimly seen in our current observations begin to stabilize and form consistent patterns, if they are to do so at all. The work begun here needs to be continued and systematized over time.

FOOTNOTES

[1]Negotiated contracts presently cover faculty at 195 institutions (February, 1975). See E. Kelley, Jr. Special Report #12, Academic Collective Bargaining Information Service. February, 1975. Although the NLRB has asserted jurisdiction over labor relations in the vast majority of private colleges and universities, faculty at four year colleges and universities do not have statutorily protected bargaining rights in 31 states. At this writing, two bills, HR 15807 and HR 15808 are before the Congress and both propose to extend protected bargaining rights to all public employees in the nation.

[2]L. Coser. The functions of social conflict. New York: The Free Press, 1956.

[3]Ibid., p. 152.

[4]K. Boulding. Organization and conflict. Journal of Conflict Resolution. 1:122-134, 1957. R. Dahrendorf. Toward a theory of social conflict. Journal of Conflict Resolution. 2:170-183, 1958.

[5]Coser, op. cit., pp. 152,153.

[6]R. Dahl. Modern political analysis. Englewood Cliffs: Prentice-Hall, 1963, p. 73.

[7]Ibid., p. 75-76.

[8]Ibid., p. 77.

[9]K. Boulding. A pure theory of conflict applied to organizations. In E. Boulding (ed.), Conflict management in organizations. Ann Arbor: Foundation for Research on Human Behavior, 1961, pp. 49-50.

[10]Numerous views will support this formulation, including the following: S. Lipset. Political man. Garden City: Doubleday, 1960. C. Kerr. Industrial conflict and its mediation. American Journal of Sociology. 60:230-245, 1954. See also, Coser, op. cit.

[11]A. Beals and B. Siegel. Divisiveness and social conflict: An anthropological approach. Stanford: Stanford University Press, 1966.

[12]D. Pruitt. Methods for resolving differences of interest: A theoretical analysis. Journal of Social Issues. 28:133-154, 1972, pp. 134-135.

[13]T. Parsons. The academic system: A sociologist's view. The Public Interest. 13:173-197, 1968, p. 188.

[14]R. Carr and D. VanEyck. Collective bargaining comes to the campus. Washington: American Council on Education, 1973, pp. 265-272, 284-238.

[15]E. Duryea and R. Fisk. Faculty unions and collective bargaining. San Francisco: Jossey-Bass, 1973, p. 211.

[16]J. Millett. The academic community. New York: McGraw-Hill, 1962.

[17]J. Millett. Strengthening community in higher education. Washington: Management Division, Academy for Educational Development, 1974, p. 7.

[18]M. Troyer. Competition and compatibility of institutional change routes. Educational Researcher. 1:2, 1972 (July).

[19]Troyer seems especially uncomfortable with the models proposed in various works of J. Victor Baldridge, e.g., Organizational change: The human relations perspective versus the political systems perspective. Educational Researcher. 1:4-10, 15; 1972 (Feb.).

[20]P. Goodman. The community of scholars. New York: Vintage Books, 1962.

[21]F. Rudolph. The American college and university: A history. New York: Vintage Books, 1962.

[22]Ibid.

[23]A number of excellent accounts have been written describing this trend: L. Veysey. The emergence of the American university. Chicago: University of Chicago Press, 1965. W. Metzger. Academic freedom in the age of the university. New York: Columbia University Press, 1955.

[24]E. Cheit. The new depression in higher education. New York: McGraw-Hill, 1971. A cursory review of Committee A actions shows a marked acceleration since 1970; see Report of Committee A, 1972-73. AAUP Bulletin. 59:150-161, 1973, p. 152. It was at roughly this time that a surplus of faculty began to be felt in the academic market. In theory, otherwise pinched institutions could more readily afford AAUP sanctions when suddenly favored with a buyers' market. Certainly this theory cannot be taken as a full explanation, but may have considerable validity.

[25]D. Bell. By whose right? In H. Hodgkinson and R. Meeth (eds.), Power and authority. San Francisco: Jossey-Bass, 1971, p. 154.

[26]Connelly v. University of Vermont, 244 F.Supp. 156 (1965). DeFunis v. Odegaard, 507 P.2d 1169 (1973), cert. denied, 94 S.Ct. 1704 (1974).

[27]Landmarks include the case which required due process rights

be afforded students faced with expulsion from public colleges: Dixon v. Alabama State Board of Education, 294 F.2d 150 (1961), cert. denied, 286 U.S. 930 (1961). Also, two cases at least partially established standards for the treatment of non-tenured faculty: Board of Regents of State Colleges, et al. v. Roth, 408 U.S. 564 (1972); and Perry, et al. v. Sindermann, 408 U.S. 593 (1972).

[27A] M. Moskow. The scope of collective bargaining in higher education. Wisconsin Law Review. 1971:33-54, 1971.

[28] R. Satryb. The grievance appeals process within the State University of New York: A descriptive analysis. Unpublished Ed.D. dissertation, University of Virginia, 1974.

[29] W. Wildman. Legal aspects of teacher collective action. In S. Elam, M. Lieberman, and M. Moskow (eds.), Collective negotiations in public education. Chicago: Rand McNally, 1967, p. 90.

[30] The NLRB extended its jurisdiction to private colleges and universities having annual gross operating revenues of one million dollars or more in 1970. R. Carr and D. VanEyck. Collective bargaining comes to the campus. Washington: American Council on Education, 1973, pp. 25-28.

[31] Some of the outlines of these differences, especially those of philosophy, between the AFT and the AAUP are traced by several chapters (see Section C: Negotiations in Higher Education) in P. Carlton and H. Goodwin (eds.). The collective dilemma: Negotiations in education. Worthington, Ohio: Charles A. Jones, 1969. Other sources present illustrative attitudinal and demographic differences among educators belonging to various organizations. W. Lowe. Who joins which teachers' groups. In Elam, Lieberman, and Moskow, op. cit., pp. 248-254. G. Lozier. Changing attitudes toward the use of strikes in higher education. The Journal of the College and University Personnel Association. 25:41-48, 1974.

[32] Carr and VanEyck, op. cit., pp. 115-156.

[33] Ibid., pp. 120-123.

[34] See generally Carr and VanEyck, op. cit.

[35] G. Angell. Grievance procedures under collective bargaining: Boon or burden? Phi Delta Kappan. 53:501-505, 1972. Also, R. Satryb, op. cit.

[36] E. Duryea and R. Fisk. Impact of unionism on governance. In D. Vermilye (ed.), The expanded campus. San Francisco: Jossey-Bass, 1972, p. 112.

[37] D. Leslie and R. Satryb. Collective bargaining and the management of conflict: Proposed research directions. The Journal of the College and University Personnel Association. 25:12-22, 1974. Also, T. Mannix. Community college grievance procedures: A review of contract content in ninety-four colleges. The Journal

of the College and University Personnel Association. 25:23-40, 1974.

[38] M. Finkin. Grievance procedures. In E. Duryea and R. Fisk (eds.), Faculty unions and collective bargaining. San Francisco: Jossey-Bass, 1973, p. 84.

[39] M. Moskow, op. cit., pp. 34, 53-54. Begin's analysis of the impact of collective bargaining on governance is similarly attentive to the "contextual factors" in local situations as determinative of the course faculty labor relations might take. J. Begin. Faculty governance and collective bargaining: An early appraisal. Journal of Higher Education. 45: 582-593, 1974, p. 592.

[40] A. Bayer. Teaching faculty in academe. Washington: American Council on Education, 1973. Also, E. Ladd, Jr. and S. Lipset. Professors, unions, and American higher education. Berkeley: Carnegie Commission on Higher Education, 1973.

[41] For a discussion of the more important characteristics of traditional modes of faculty-institution conflict resolution, see Finkin, op. cit., pp. 68-70.

[42] Going beyond the question of labor relations, per se, the courts have been extremely careful about intruding on the rights of private institutions to order their own internal procedures. See Wahba v. New York University, 492 F.2d 96, cert. denied, 43 L.W. 3202 (1974); and Braden v. University of Pittsburgh, 343 F. Supp. 836 (1973) for illustrative examples of judicial restraint.

[43] G. Darkenwold, Jr. Organizational conflict in colleges and universities. Administrative Science Quarterly. 16:407-412, 1971.

[43A] J. Paltridge, J. Hurst, and A. Morgan. Boards of trustees: Their decision patterns. Berkeley: Center for Research and Development in Higher Education, 1974, p. 56.

[43B] P. Blau. The organization of academic work. New York: John Wiley & Sons, 1973, passim.

[43C] C. Jencks and D. Riesman. The academic revolution. Garden City: Doubleday, 1968, pp. 178-179.

[44] A. Rapoport. Conflict in man-made environment. Baltimore: Penguin Books, 1974. The author notes the existence of multiple and conflicting efforts to understand human conflict and suggests that the phenomenon is perhaps too sweepingly defined to permit a "general theory" ever to develop. P. 8.

[45] H. Goodwin and J. Andes. Collective bargaining in higher education: Contract content 1972. Morgantown: College of Human Resources and Education, West Virginia University, 1972.

[46]T. Mannix, op. cit.

[47]G. Angell, op. cit.

[48]R. Satryb, op. cit.

[49]H. Franklin. The real issues in my case. Change. 4:31-39, 1972 (June). The author and principal defendant characterizes his trial's thoroughness this way: "It would be impossible to present here a full account of all the evidence and arguments. The transcript of the hearing alone ran to 4,195 pages and totalled about a million words, not including several boxes of other official documents." p. 35. See also, N. Glazer. Why a faculty cannot afford a Franklin. Change. 4:40-44, 1972 (June). Glazer cited Stanford's estimate of the cost of the Franklin trial at $180,000, and the cost of related ensuing violence at $60,000.

[50]The base number used in computing percentages will vary throughout this section. Where direct inferences could not be made from inspection of the language in grievance procedures, the case was omitted from the analysis. This was a more frequent problem in the non-contract group.

[51]An example of a variant form is the role of the county executive as the final source of review in one procedure.

[52]Mannix, op. cit., p. 24.

[53]J. Domitrz, personal communication, March 22, 1974.

[54]Satryb, op. cit.

[55]Ibid.

[56]Finkin, op. cit.

[57]Ibid.

[58]D. Leslie and R. Satryb. Due progress on due process? Some observations. Journal of College Student Personnel. 15:340-345, 1974.

[59]Membership statistics were verified via communication with the AAUP. See also, A. Bayer, op. cit., p. 28.

[60]E. Dunham. Colleges of the forgotten Americans. New York: McGraw-Hill, 1969, pp. 86, 152.

[61]Jencks and Riesman, op. cit., pp. 481-489.

[62]D. Leslie. Variability in faculty perceptions of the legitimacy of governance. University Park, Pa.: Center for the Study of Higher Education, 1973, pp. 23-24.

[63]Satryb, op. cit.

Appendix A: Methods

I. PROCEDURE FOR CREATING A MATCHED SAMPLE OF NON-UNIONIZED HIGHER EDUCATION INSTITUTIONS AND UNIONIZED INSTITUTIONS

Philip W. Semas' article of 30 April, 1973 in The Chronicle of Higher Education was used to obtain the 286 institutions of higher education which have reached some form of collective bargaining agreement. Criteria were adopted to match these institutions with a sample of non-unionized institutions. The criteria are as follows:

(1) Geographical location as represented by the same accrediting region (it should be noted that an attempt was made to match a given type of institution with a similar institution, and where possible to match institutions from the same city or state).

(2) Enrollment size in general categories of: A. under 1000; B. 1000-5000; C. 5000-10,000; D. 10,000-15,000; E. 15,000-20,000; F. over 20,000. Enrollment size was calculated from fall 1971 figures totaling undergraduate, graduate, resident, extension, full-time, and part-time.

(3) Type of control as represented by: A. state and local government; B. private or independent interest; C. church relationship (if possible specific church); D. state-related.

(4) Highest degree offering with emphasis on: A. Two year institutions; B. four or five year undergraduate institutions; C. masters programs; D. doctoral programs.

Information was obtained from the 1972-73 Higher Education, Education Directory (U.S. Government Printing Office, Washington, December, 1972). This document was based on data from the fall of 1971.

It is to be suspected that difficulties would be encountered in matching such a large number of institutions. These difficulties are magnified as one exhausts the institutions which are acceptable by the criteria.

(1) It was not always possible to match institutions within the same accrediting region. This difficulty arose when most states within a region had organized, and the remaining states did not have comparable types of institutions. Two good examples are in the middle states, and the north central states where faculties in New York, New Jersey, and Pennsylvania on the one-hand, and Illinois, Wisconsin, and Michigan on the other have heavily endorsed collective bargaining. In such cases the only alternative was to go outside of the region for a match.

(2) Multi-campus institutions present a unique problem. First, most unionized multi-campus systems are located in the Northeast. This necessitated going far afield geographically to find a comparable match. Second was the necessity to match individual campuses of a multi-campus system (where each institution could decide for itself about collective bargaining) with otherwise comparable institutions, but not of a multi-campus system. This type of matching was adopted to fulfill the majority of the original criteria.

II. SURVEY OF GRIEVANCE EXPERIENCE

The survey of grievance experience was conducted via a short mailed questionnaire, copies of which follow. Separate instruments were developed for the contract and non-contract samples. Cover letters accompanying the instruments requested pertinent institutional documents describing policies and procedures focussed on conflict management. Copies of these letters also follow.

UNIVERSITY OF VIRGINIA
THE CURRY MEMORIAL SCHOOL OF EDUCATION
405 EMMET ST.
CHARLOTTESVILLE, VIRGINIA

CENTER FOR HIGHER EDUCATION

November, 1973

Dear Colleague:

As part of the Center for Higher Education's continuing interest in the management of conflict, we have initiated a study of formal conflict resolution mechanisms in use in higher education.

Our main goal is completion of a study (funded by the National Institute of Education) comparing modes of conflict resolution between unionized and non-unionized campuses. We shall be most appreciative if you could respond to these requests:

1. Would you forward us a copy of institutional documents outlining present rules for handling faculty-institution conflict? These might include, for example, grievance and appeals procedures, provision for mediation and arbitration of disputes, and other formal or informal channels. Our experience indicates that such rules are usually found in faculty handbooks; in rules, by-laws, or the constitution of a university or college senate; or in special memoranda. If no such procedure exists, please answer "no" to item #1 on the attached sheet.

2. Would you respond to the seven questions on the attached sheet and return it to us promptly?

We intend to report only aggregate data and will preserve the anonymity of responding institutions. If you have questions, please contact me. Results of our study will be available to responding institutions.

Thank you very much for your attention. I look forward to your response.

Sincerely,

David W. Leslie

David W. Leslie, Project Director
Assistant Professor of Education

DWL/cjm
Enclosure

CONFLICT PROCEDURES SURVEY

1. Does your institution have a formal conflict resolution procedure, such as a grievance procedure, for faculty? Yes_____ No_____ (If you answer "no," please review #7 for applicability and then return the questionnaire.)

2. How many "grievances" have been adjudicated at formal and informal levels under such procedures since September 1, 1969? _____ (Records kept only since _____, and the total number since that date is _____.) Check here _____ if no record is kept or you cannot answer.

3. How many appeals of original ("step 1") decisions, whether that step is formal or informal, have been filled?_____ To which levels of the procedure? Second_____ Third_____ Fourth _____ Fifth_____ Sixth_____.

4. How many grievances have been finally decided by an arbitrator? _____

5. How many have been put to "outside" mediation or conciliation? ___

6. How many have been decided in the courts? ____ ___

7. If you have a prepared summary or report of formal or informal grievance activity at your institution since 1969 I would appreciate receiving a copy.

Thank you.

(Just fold in thirds, staple or tape closed, and mail.)

Code #:

This number is for institutional identification in data collection only. No identification of institutions will be made in data analysis.

UNIVERSITY OF VIRGINIA
THE CURRY MEMORIAL SCHOOL OF EDUCATION
405 EMMET ST.
CHARLOTTESVILLE, VIRGINIA

CENTER FOR HIGHER EDUCATION

November, 1973

Dear Colleague:

As part of the Center for Higher Education's continuing interest in the management of conflict on campus, we have initiated a study of grievance procedures contained in contracts between faculty and their employing college or university.

Our main goal is completion of a study (funded by the National Institute of Education) of the impact of bargaining upon the form conflict resolution procedures take in higher education. This activity is vitally important to us and we shall be most appreciative if you could respond to these requests:

1. Would you forward to us a copy of the contract currently in force at your institution? (It would be sufficient if you could just copy the grievance procedure section and forward that.)

2. Would you respond to the six questions on the enclosed sheet about the frequency with which your grievance procedure has been employed?

We intend to report only aggregate data and will preserve the anonymity of responding institutions. If you have questions, please contact me. Results of our study will be available to responding institutions.

Thank you very much for your attention. I look forward to your response.

Sincerely,

David W. Leslie, Project Director
Assistant Professor of Education

DWL/ejm
Enclosure

GRIEVANCE EXPERIENCE SURVEY

1. How many grievances have been adjudicated at formal and informal levels under procedures in your current contract? (or since Sept. 1, 1969, whichever is the shorter time span) _____ (Check here if no record is kept or you cannot answer _____.)

2. How many "step 1" decisions (whether a formal or informal step) have been appealed? _____ To which levels? Second _____ Third_____ Fourth_____ Fifth_____ Sixth_____.

3. How many grievances have been finally decided by an arbitrator? _____

4. How many have been put to "outside" mediation or conciliation? _____

5. How many have been decided in courts? _____

6. If you have a prepared summary or report of grievance activity at your institution, I would appreciate receiving a copy.

Thank you.

(Just fold in thirds, staple or tape closed, and mail.)

Code #:

This number is for institutional identification in data collection only. No Identification of institutions will be made in data analyses.